



**REGULAR MEETING OF COUNCIL
AGENDA**

Monday, January 8, 2018, 7:00 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Pages

- A. CALL TO ORDER**
- B. MOMENT OF SILENCE AND REFLECTION**
- C. SINGING OF NATIONAL ANTHEM**
- D. DISCLOSURE OF PECUNIARY INTEREST**

When a member of Council has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of Council (or that was the subject of consideration at the previous Meeting of Council at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

E. PRESENTATIONS/DELEGATIONS

- 1. Michelle Johnson, 2nd Vice President of the Canadian Union of Postal Workers (CUPW) (Request dated Nov. 15 2017 received from Diane Mitchell, National Co-Ordinator, SAVE CANADA POST campaign)**

1

Re: Future of Canada Post--Request that Council write a letter of support of expanding services and door-to-door delivery SEE: Recommendations excerpted from OGGO Report, draft letter of support to the Minister of Public Services and Procurement, email correspondence, and copies of support correspondences from Amherstburg, LaSalle, and Amaranth (185-pg. Report of Standing Committee on Government Operations and Estimates (OGGO), dated December 2016, as provided by CUPW, available for review in Corporate Services Department)

Recommended Action

Council consider request to write a letter of support.

- 2. Mary Birch on behalf of Birch and Kerr Families--Request dated**

December 11 2017 RE: Proposed 2018 waterworks petition to be submitted for Road 11 from North Talbot Road to the residence located at 130 Road 11.

Request for Council's commitment to fund the cost of the hydrants on this project

Recommended Action

That Council defer consideration of Ms. Birch's request, as a representative of the Birch and Kerr Families on Road 11, until such time as the Road 11 waterline petition is formally presented to Council with an accompanying report from Administration.

- | | | |
|-----------|--|-----------|
| 3. | Dave Hunt, Member, Kingsville Tourism and Economic Development Committee--6-month Committee update (Powerpoint and video presentations) | 19 |
|-----------|--|-----------|

F. MATTERS SUBJECT TO NOTICE

- | | | |
|-----------|--|-----------|
| 1. | PUBLIC MEETING --Application for Zoning By-law Amendment ZBA/23/17 by Robert & Rosanne Marie Blakesleay and Steckle Farms Ltd., c/o Peter Steckle, 69 Road 8 West and Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8 | 25 |
|-----------|--|-----------|

R. Brown, Manager of Planning and Development Services

i) Report of R. Brown, dated December 28, 2018

ii) Proposed By-law 7-2018, being a by-law to amend Comprehensive Zoning By-law 1-2018 of The Corporation of the Town of Kingsville

Recommended Action

It is recommended that Council approve Zoning By-law Amendment application ZBA/23/17 to rezone the subject lands as a condition of consent File B/12/17 from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' on lands known as 69 Road 8 West and VL NS Road 8 West, in Part of Lots 5, 6 and 7, Concession 8, Town of Kingsville and adopt the implementing by-law.

G. AMENDMENTS TO THE AGENDA

H. ADOPTION OF ACCOUNTS

- | | | |
|-----------|--|-----------|
| 1. | Town of Kingsville Accounts for the monthly period ended December 31, 2017 being TD cheque numbers 0063958 to 0064296 for a grand total of \$1,525,310.88 | 33 |
|-----------|--|-----------|

Recommended Action

Council approve Town of Kingsville Accounts for the monthly period

ended December 31, 2017 being TD cheque numbers 0063958 to 0064296 for a grand total of \$1,525,310.88

I. STAFF REPORTS

1. 2017 DC Background Study Additional Information 61

S. Zwiers, Director of Financial Services

Recommended Action

That council receives the Addendum to the Town of Kingsville Development Charge Background Study dated December 28, 2017;

That council considers and approves the recommendations made in Chapter 7 of the Town of Kingsville Development Charge Background Study dated November 8, 2017;

That council receives the balance of this report for information and consideration in approving Bylaw 1-2018 being a bylaw to establish development charges in the Town of Kingsville for the period from February 1, 2018 – January 31, 2023.

2. Application for Site Plan Approval--SPA/19/17--14 Cameron Sideroad, Part of Lot 275, Concession STR, Part 3, RP 12R 21550 99

R. Brown, Manager of Planning and Development Services

Recommended Action

That Council approve site plan control application SPA/19/17 for property located at 14 Cameron Sideroad to permit the construction of a 540 sq. m (5,820 sq. ft.) addition to the existing industrial building and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title

3. 2nd to 4th Quarter Site Plan Update 113

R. Brown, Manager of Planning and Development Services

Recommended Action

Council adopt the report for information purposes for the approved site plan amendments at 3069 Graham Side Road, 1414 and 1876 Seacliff Drive, 872 Road 2 E, 2035 Spinks Drive and 140 Wigle Ave. and for the approved site plans at 3518 McCain Side Road, 1556 County Road 34 and 808 Seacliff Drive, and authorize the Mayor and Clerk to sign the associated site plan agreements or amendments to existing agreements and register said agreements on title.

4. 127

Revised Job Description Director of Financial Services/ Treasurer

J. Gales, Human Resources Manager

Recommended Action

That Council approve the revised Director of Financial Services/ Treasurer job description.

5. 2018 Cat Spay and Neuter Voucher Program 134

R. Baines, Deputy Clerk-Administrative Services

Recommended Action

That Council receive the 2018 Cat Spay and Neuter Voucher Program Report for information and defer the 2018 Voucher Program until budget is approved.

6. 2018 Cat Intake Program – Windsor Essex County Humane Society 136

R. Baines, Deputy Clerk-Administrative Services

Recommended Action

That Council receive the 2018 Cat Intake Program Report and approve the agreement between the Windsor/Essex County Humane Society and the Town of Kingsville for the continuation of the 2018 Cat Intake Program.

7. Draft 2018 Accessibility Plan for the Town of Kingsville 139

R. Baines, Deputy Clerk-Administrative Services

Recommended Action

That Council endorse the 2018 Accessibility Plan and to review the plan every 12 months.

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

1. Mayor Santos - Verbal Report RE: Personnel Committee appointments

Recommended Action

That Councillors John Driedger and Susanne Coghill be appointed to serve as members of the Personnel Committee for the balance of the Council term and that the by-law be amended to reflect the update

K. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--December 11, 2017 151

2. Regular 'Closed Session' Meeting of Council--December 11, 2017

Recommended Action

That Council adopt Regular Meeting of Council Minutes dated December 11, 2017 and Regular "Closed Session" Meeting Minutes dated December 11, 2017.

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. **Kingsville Accessibility Advisory Committee--June 22, 2017** 172

Recommended Action

That Council receive Kingsville Accessibility Advisory Committee Meeting Minutes, dated June 22, 2017.

2. **Tourism and Economic Development Committee--October 5, 2017** 174

Recommended Action

That Council receive Tourism and Economic Development Committee Meeting Minutes, dated October 5, 2017.

3. **Kingsville Municipal Heritage Advisory--November 8, 2017** 177

Recommended Action

That Council receive Kingsville Municipal Heritage Advisory Committee Meeting Minutes, dated November 8, 2017.

4. **Kingsville BIA--November 15, 2017** 180

Recommended Action

That Council receive Kingsville BIA Minutes, dated November 15, 2017.

M. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. **Town of Amherstburg--Correspondence dated December 20, 2017 RE: Negative Impacts of Bill 148** 184

2. **Town of Amherstburg--Correspondence dated December 20, 2017 RE: On-Call Provisions in Bill 148** 186

3. **Town of Amherstburg--Correspondence dated December 20, 2017 RE: Provincial Flood Insurance Program** 190

4. **Town of Amherstburg--Correspondence dated December 20, 2017 RE: Tenanted Farm Tax Class** 194

5. **Minister of Municipal Affairs / Minister of Government and Consumer Services--Correspondence dated December 15, 2017 RE: Update on Bill 159, Putting Consumers First Act (Consumer Protection Statute Law Amendment), 2017** 197

6. **City of Clarence-Rockland--Resolution passed December 4, 2017 RE: Bill** 199

160, Strengthening Quality and Accountability for Patients Act, 2017

- | | | |
|-----------|---|------------|
| 7. | Minister of Finance--Correspondence from The Hon. Charles Sousa received January 2, 2018 | 201 |
| 8. | Minister of Infrastructure--Correspondence from The Hon. Bob Chiarelli dated January 3, 2018 | 203 |

Recommended Action

That Council receive information items 1-8.

N. NOTICES OF MOTION

O. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

P. BYLAWS

- | | | |
|-----------|--|------------|
| 1. | By-law 1-2018 | 204 |
| | A By-law for the Imposition of Development Charges | |
| | To be read a first, second and third and final time. | |
| 2. | By-law 2-2018 | 219 |
| | Being a By-law to authorize the entering into of a Contribution Agreement with The Leamington & Area Family Health Team | |
| | To be read a first, second and third and final time | |
| 3. | By-law 3-2018 | 229 |
| | Being a By-law authorizing the entering into of an Agreement for Project Management Services with Ontario Clean Water Agency in connection with the Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects (OCWA Project No. 17-038-03 and 17-038-05) (Full contract document to available in Dept of Corporate Services) To be read a first, second and third and final time. | |
| 4. | By-law 4-2018 | 242 |
| | Being a by-law appointing members to the Committee of Adjustment for the 2018 calendar year | |
| | To be read a first, second and third and final time | |
| 5. | By-law 5-2018 | 243 |
| | Being a By-law to authorize the entering into of an Agreement with South Essex Community Council, operating as Erie Shore Community Transit | |
| | To be read a first, second and third and final time | |

6. By-law 7-2018 254

Being a By-law to amend By-law 1-2014, the comprehensive Zoning By-law for the Town of Kingsville (ZBA/23/17)

To be read a first, second and third and final time.

7. By-law 8-2018 256

Being a By-law to amend By-law 101-2004, as amended, and to appoint an Acting Treasurer of The Corporation of the Town of Kingsville

To be read a first, second and third and final time.

8. By-law 9-2018 257

Being a by-law to authorize the entering into of the Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program with Her Majesty the Queen in right of Ontario as represented by the Minister of Transportation for the Province of Ontario (full contract document available for review in Department of Corporate Services).

To be read a first, second and third and final time.

Q. CLOSED SESSION

Pursuant to section 239(2) of the *Municipal Act, 2001*, Council will enter into Closed Session to address the following items:

Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being a status update by CAO P. Van Mierlo-West RE: Agreement of Purchase and Sale with Edward Remark & Sons Limited.

R. REPORT OUT OF CLOSED SESSION

S. CONFIRMATORY BY-LAW

1. By-law 10-2018 263

Being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 8, 2018 Regular Meeting

To be read a first, second and third and final time

T. ADJOURNMENT

Sandy Kitchen

From: Diane Mitchell <dmitchell@cupw-sttp.org>
Sent: Wednesday, November 15, 2017 12:50 PM
To: Sandy Kitchen
Subject: RE: request for delegation
Attachments: seniorswatch broch2-rev06.pdf

Hello,
I have also forgotten to attach some very important information I thought your town might also be interested in see above in attachment. It is called seniors watch, this is a program developed with our carriers to allow seniors spend more time in their homes.

Diane Mitchell

From: Diane Mitchell
Sent: November-15-17 10:10 AM
To: 'skitchen@kingsville.ca'
Cc: 'Michelle Johnson'
Subject: request for delegation

Hello,
My name is Diane Mitchell and I am sending a request for Michelle Johnson to appear in council on December 06 or 11 2017. See attachment Kingsville delegation request.
We are asking council to write a letter in support of expanding services and door to door delivery. This study was done by the liberal government in spring and summer of 2017, see the ogggo report, recommendations, pages 115-121 from this report, so you don't have to read the whole thing if you don't want to.
I have attached letters by other municipalities that have supported us as well, as examples for you.
These letters are written to the Right Honourable Minister Justin Trudeau, this was in transition while waiting for his cabinet to appoint someone else replacing the Honourable Minister Judy Foote, they have now been addressed to the Honourable Minister Carla Qualtrough, minister in charge of CPC.

Thank you,
Sincerely,

Diane Mitchell

National Co-Ordinator, Coordonnatrice Nationale
Campagne SAUVONS POSTES CANADA
SAVE CANADA POST campaign
STTP-CUPW
Tel : 613-236-2035
Cell : 613-863-8513
Email : dmitchell@cupw-sttp.org



A Canada Post for everyone!

Date: _____

Honourable Carla Qualtrough
Minister of Public Services and Procurement
11 Laurier Street
Place du Portage III,
Floor 18A1
Gatineau, Quebec, K1A 1C9

Dear Minister Qualtrough:

Subject: Future of Canada Post

The review of Canada Post has now been completed and the Standing Committee on Government Operations and Estimates (OGGO) has tabled its 45 recommendations. We are now expecting the Government's decision on the future of Canada Post. (WRITE IN THE NAME OF THE MUNICIPALITY OR OF THE ORGANIZATION) would like to provide its views on the recommendations tabled by the Parliamentary Committee.

We are pleased that the Committee would like to see the moratorium on conversion to community mail boxes (CMBs) maintained and that it recommends the restoration of door-to-door delivery, **however, we are asking you to apply this measure to all the households who lost door-to-door delivery, as promised by Liberal MPs.**

Here are some of the Committee's recommendations that, we hope, will be among those of your Government:

- Maintain Canada Post's moratorium on CMB conversion and restore door-to-door delivery for all households who lost it;
- Maintain the moratorium on post office closures and examine how to expand their opening hours;
- Assess how Canada Post could offer more services through its existing retail network;
- Study how to transform post offices into community hubs;
- Study the possibility of using Canada Post to offer wide band Internet services and better cellular phone services in rural areas;
- Develop a specific and rigorous process for collaboration between Canada Post and municipalities.

Surprisingly, even though more than 600 municipalities as well as many organizations adopted resolutions in favour of postal banking services, we have noticed a total lack of reflection and

instructions on this matter in the Parliamentary Committee's report. We would like the Government to seriously study the possibility of offering such services when it tables its reply to the Parliamentary Committee's report.

We believe that these proposals represent an excellent opportunity to expand the mandate of the Corporation and thereby develop new services that would better respond to citizens' needs and that would reflect what a 21st century post office should look like.

(WRITE IN THE NAME OF THE MUNICIPALITY OR OF THE ORGANIZATION) is also concerned with (INDICATE THE OTHER CONCERNS OF YOUR MUNICIPALITY OR ORGANIZATION, IF APPLICABLE).

We hope you will take our concerns into consideration in drafting your recommendations.

Sincerely yours,

Signature: _____

Name of municipality or organization: _____

Address: _____

Please send copies to:

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Mike Palecek, President
Canadian Union of Postal Workers
377 Bank Street
Ottawa, Ontario, K2P 1Y3

cupe 1979

LIST OF RECOMMENDATIONS

RECOMMENDATION 1

Canada Post be maintained as a universal public service for all Canadians and conduct its operations on a self-sustaining financial basis while ensuring that profits generated are reinvested within the Corporation..... 66

RECOMMENDATION 2

Canada Post prioritize and concentrate efforts in protecting its core mandate to provide high-quality, affordable letter and parcel delivery services to all Canadians in an innovative manner befitting the 21st century. 66

RECOMMENDATION 3

The Minister of Public Services and Procurement consider broadening the mandate of Canada Post to include delivering critical digital communications infrastructure to rural Canadians..... 66

RECOMMENDATION 4

The *Canadian Postal Service Charter* be reviewed by the Minister of Public Service and Procurement to ensure that it is relevant for the 21st century and onwards. 68

RECOMMENDATION 5

The review of the *Canadian Postal Service Charter* by the Minister of Public Services and Procurement include a Gender-based analysis Plus..... 68

RECOMMENDATION 6

The Minister of Public Services and Procurement investigate options for greater oversight of Canada Post, to ensure transparency, accountability and good governance through the establishment of a regulator..... 70

RECOMMENDATION 7

Canada Post examine better synergy with Purolator, SCI Group and Innovapost for augmenting revenue and efficiencies..... 72

RECOMMENDATION 8

To ensure better relations between the Corporation and its employees, Canada Post use arbitration and mediation processes effectively to enhance renewed co-operation and trust between Labour and management and provide a venue for discussion of creative ideas from employees. 75

RECOMMENDATION 9

Canada Post appoint a labour representative to the Canada Post Board and that they meet regularly. 75

RECOMMENDATION 10

The Minister of Public Services and Procurement establish a tripartite advisory council composed of the federal government, the various unions representing Canada Post employees and Canada Post Corporation for the expansion and implementation of new service offerings at the Corporation. The council's goal would be to develop a more proactive, collaborative relationship between employees and management, anchored by specific governance reforms that formalize this partnership..... 75

RECOMMENDATION 11

Canada Post develop a defined and rigorous collaborative process with municipalities, respecting their fundamental jurisdiction over land use and planning, in order to reach agreements with them, and avoid litigation, regarding conditions for the installation of equipment as it is already the case in the telecommunications sector..... 77

RECOMMENDATION 12

The federal government create a formal, transparent and accountable, consultation process to ensure stakeholder engagement is significant and undertaken regularly in accordance with the *Canadian Postal Service Charter*..... 77

RECOMMENDATION 13

Canada Post and the federal government take steps to modernize Canada Post's defined benefit pension plan so that it can operate on a going-concern basis and no longer be subject to solvency funding requirements, including examining the feasibility of the following options:

- Adopting a shared-risk model between the employer and plan members;**
- Pursuing joint management between the employer and plan members; and,**
- Incorporating the Canada Post defined benefit pension plan into the Public Service Pension Plan..... 80**

RECOMMENDATION 14

Canada Post maintain its focus on excellence in service in its core competencies in meeting the *Canadian Postal Service Charter* standards and explore additional venues of revenue within those competencies, e.g. e-commerce. 82

RECOMMENDATION 15

Canada Post continue investing in the growth of its parcel/e-commerce services, which provide needed infrastructure for Canadian businesses..... 83

RECOMMENDATION 16

Canada Post look to other industry leaders that have successfully adopted innovative service models, to develop a more innovative growth agenda to expand its services, without marginalizing rural and remote areas..... 83

RECOMMENDATION 17

Canada Post consult with stakeholders on placement and accessibility of the community mailboxes as well as door-to-door delivery to meet the needs of seniors and people with disabilities and reduced mobility..... 84

RECOMMENDATION 18

Canada Post communicate options available to seniors and people with disabilities and reduced mobility..... 84

RECOMMENDATION 19

Canada Post focus on expanding services to the small- and medium-sized enterprises and provide excellence in service so that businesses have confidence in Canada Post's service delivery model..... 85

RECOMMENDATION 20

Canada Post review the impact on efficiency of delivery before implementing strategies, e.g. local processing versus centralized processing. 85

RECOMMENDATION 21

Canada Post provide training on different aspects of business to its employees as the Corporation moves into newer areas..... 86

RECOMMENDATION 22

Canada Post align the interests of employees with those of the Corporation by including labour representatives at the design stage of any change management project and not simply at the implementation stage..... 86

RECOMMENDATION 23

Canada Post continue the moratorium on community mailboxes conversion, and develop a plan to re-instate door-to-door delivery for communities that were converted after 3 August 2015..... 90

RECOMMENDATION 24

Canada Post consider greening its operation through addition of recycling containers and garbage containers at community mailboxes..... 90

RECOMMENDATION 25

Canada Post continue to focus on growing its share of the parcel market through new and innovative services to meet market and customer expectations. 92

RECOMMENDATION 26

Canada Post work with businesses to ensure that it maintains a level of service commensurate with business and Canadian needs when looking at frequency of delivery..... 94

RECOMMENDATION 27

Canada Post look at ways to make its processing more efficient, while maintaining its delivery standards, especially in rural areas, where depot rationalization may have negatively impacted service standards. 95

RECOMMENDATION 28

Canada Post be transparent about the service-level impact of processing plan rationalization on different communities. 95

RECOMMENDATION 29

Canada Post examine ways to provide more services and meet service level commitments in all types of communities using its existing retail network..... 95

RECOMMENDATION 30

Canada Post be permitted to raise postal rates based on the rate of inflation, while maintaining a single price for lettermail delivery across Canada. 97

RECOMMENDATION 31

Canada Post work at being competitive in the parcel delivery area and utilize its distribution network and last mile delivery services to its advantage, when working with its competitors, e.g. UPS, FedEx, DHL, etc. 97

RECOMMENDATION 32

Canada Post work with Global Affairs Canada officials to ensure either:

- that international postal rates from other countries reflect the true delivery cost; or**
- that Global Affairs Canada compensate Canada Post for the cost of delivering mail at a lower cost, which is offered to other countries as a form of development assistance. 99**

RECOMMENDATION 33

Canada Post undertake a demographic analysis to ensure rural areas are truly protected and reflected in the moratorium on the closure of rural post offices. 100

RECOMMENDATION 34

Canada Post examine ways to increase the hours of operations in rural post offices, and perform more regional sortation of mail and packages so that rural customers can access their local market easily. 100

RECOMMENDATION 35

Canada Post develop synergistic partnerships for increasing revenue at each location and optimize usage of its real estate in areas where there are multiple post offices. 102

RECOMMENDATION 36

Canada Post preserve its post offices, along with the associated moratorium on the closure of rural post offices, even in areas where there are franchise postal outlets. 102

RECOMMENDATION 37

Canada Post focus on investing in growth in parcel services, e-commerce and exploring partnerships to remain competitive, without sacrificing its core business. 104

RECOMMENDATION 38

Canada Post focus on its core competencies to help Canada meet the challenges of the 21st century. 107

RECOMMENDATION 39

Canada Post explore location-specific opportunities for post offices to act as community hubs and respond to the local needs of its surrounding community. 109

RECOMMENDATION 40

Canada Post leverage its reputation and extensive network to identify customized solutions that its post offices can offer as community hubs. 109

RECOMMENDATION 41

Canada Post explore partnering with government departments and agencies at all levels, to provide services and enhance the use of post offices as economic hubs. 109

RECOMMENDATION 42

Canada Post pilot the community hub model for franchise postal outlets in a representative sample of urban, suburban, rural and remote rural post offices, operating on both a corporate and franchised service model, with a view to increasing profitability. 109

RECOMMENDATION 43

The federal government examine, with the Minister of Innovation, Science and Economic Development Canada and the Canadian Radio-television and Telecommunications Commission, the possible delivery of broadband Internet and improved cellular service to rural Canada using Canada Post real estate to house servers and offer retail services to customers. 110

RECOMMENDATION 44

Canada Post look at new revenue streams from government customers such as expanding the Nutrition North Program. 112

RECOMMENDATION 45

Canada Post explore the possibility of partnering with e-commerce companies to expand the footprint and synergize services that add value and revenue. 112



Corporation of the Town of LaSalle

5950 Malden Road, LaSalle, Ontario, N9H 1S4

Phone: 519-969-7770 Fax: 519-969-4469 www.town.lasalle.on.ca

Agatha Armstrong, Deputy Clerk

October 3, 2017

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister:

SUBJECT: FUTURE OF CANADA POST

Diane Mitchell, National Co-Ordinator for the Save Canada Post Campaign, on behalf of the Canadian Union of Postal Workers, appeared before Town of LaSalle Council on September 26, 2017 to speak on the subject of the Future of Canada Post.

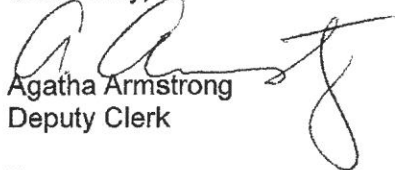
At this time a list of recommendations was provided (enclosed) and Town of LaSalle Council supported the following recommendations:

- RECOMMENDATION 1 – Canada Post be maintained as a universal public service for all Canadians and conduct its operations on a self-sustaining financial basis while ensuring that profits generated are reinvested within the Corporation
- RECOMMENDATION 2 – Canada Post prioritize and concentrate efforts in protecting its core mandate to provide high-quality, affordable letter and parcel delivery service to all Canadians in an innovative manner befitting the 21st century
- RECOMMENDATION 24 – Canada Post consider greening its operation through addition of recycling containers and garbage containers at community mailboxes.

The Rural Route Reassurance Program established to keep an eye on local seniors is also supported by Town of LaSalle Council.

We hope you will take these concerns into consideration when drafting your recommendations.

Yours truly,


Agatha Armstrong
Deputy Clerk

Enc,

Cc: Diane Mitchell, National Coordinator, Save Canada Post Campaign



BEN RYZEBOL, Director of Public Works
PUBLIC WORKS TELEPHONE: (519) 941-1065
FAX: (519) 941-1802
email: bryzebol@amaranth-eastgary.ca



SUSAN M. STONE, C.A.O./Clerk-Treasurer
TELEPHONE: (519) 941-1007
FAX: (519) 941-1802
email: suestone@amaranth-eastgary.ca

October 24, 2017

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister:

Re: Future of Canada Post

The review of Canada Post has now been completed and the Standing Committee on Government Operations and Estimates (OGGO) has tabled its 45 recommendations. We are now expecting the Government's decision on the future of Canada Post. Council of the Township of Amaranth would like to provide its views on the recommendations tabled by the Parliamentary Committee.

We are pleased that the Committee would like to see the moratorium on conversion to community mail boxes (CMBs) maintained and that it recommends the restoration of door-to-door delivery, however, we are asking you to apply this measure to all the households who lost door-to-door delivery, as promised by you and Liberal MPs.

Here are some of the Committee's recommendations that, we hope, will be among those of your Government:

- Maintain Canada Post's moratorium on CMB conversion and restore door-to-door delivery for all households who lost it;
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- Assess how Canada Post could offer more services through its existing retail network;
- Study how to transform post offices into community hubs;
- Study the possibility of using Canada Post to offer wide band Internet services and better cellular phone services in rural areas;
- Develop a specific and rigorous process for collaboration between Canada Post and municipalities.

Surprisingly, even though more than 600 municipalities as well as many organizations adopted resolutions in favour of postal banking services, we have noticed a total lack of reflection and instructions on this matter in the Parliamentary Committee's report. We would like the

Government to seriously study the possibility of offering such services when it tables its reply to the Parliamentary Committee's report.

We believe that these proposals represent an excellent opportunity to expand the mandate of the Corporation and thereby develop new services that would better respond to citizens' needs and that would reflect what a 21st century post office should look like.

Council of the Township of Amaranth is also concerned with addresses being changed, which leads to unnecessary costs for individuals, as lettermail is not always returned to sender. Council is also concerned about the fact that our mail is shipped out to larger centres for processing, rather than being sorted locally, increasing the time it takes for the mail to reach its final destination.

We hope you will take our concerns into consideration in drafting your recommendations.

Yours truly,



for Susan M. Stone, A.M.C.T.
CAO/Clerk-Treasurer
Township of Amaranth

/kjp



The Corporation of The Town of Amherstburg

September 26, 2017

The Right Honourable Justin Trudeau
Office of the Prime Minister
80 Wellington Street
Ottawa, ON K1A 0A2

Dear Prime Minister Trudeau:

Subject: Future of Canada Post

The review of Canada Post has now been completed and the Standing Committee on Government Operations and Estimates (OGGO) has tabled its 45 recommendations. We are now expecting the Government's decision on the future of Canada Post. The Town of Amherstburg would like to provide its views on the recommendations tabled by the Parliamentary Committee.

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- Maintain the moratorium on post office closures and examine how to expand their opening hours;
- Assess how Canada Post could offer more services through its existing retail network;

Website: www.amherstburg.ca
271 SANDWICH ST. SOUTH, AMHERSTBURG, ONTARIO N9V 2A5
Phone: (519) 736-0012 Fax: (519) 736-5403 TTY: (519) 736-9860

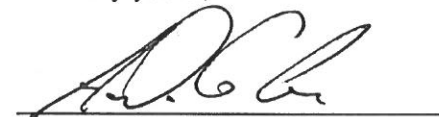
- Study how to transform post offices into community hubs;
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We hope you will take our concerns into consideration in drafting your recommendations.

Sincerely yours,



Aldo DiCarlo, Mayor

Town of Amherstburg
271 Sandwich Street South
Amherstburg, ON
N9V-2A5

Rural Route Reassurance



**Free to Seniors
60+**

What is Rural Route Reassurance?

Your rural mail carrier keeps a watchful eye on your home and mailbox. They let us know if anything is amiss. Community Care for Seniors will follow up.

Who organizes this service?

The Prince Edward County Community Care for Seniors Association, the Canadian Union of Postal Workers and Canada Post together offer this service.

What do I need to do?

Please call us to register or find out more information:

613-476-7493

You can also fill out and mail the attached form.

When will the service start?

Once you are registered, Community Care will call Canada Post and your rural mail carrier will start the service in a few days.





Phone: 613 476-7493
Email: info@communitycareforseniors.org
Online: www.communitycareforseniors.org
Address: The Prince Edward County
Community Care for Seniors Association
74 A King Street • Picton ON • K0K 2T0

We also offer many other services that help seniors live at home:

- Meals on Wheels
- Seniors Luncheon Social
- Escorted transportation
- Footcare clinics
- Caregiver support
- Home maintenance
- Social and recreational programs

...and more!

Please call or fill out and mail the attached form for details.

Call for help!

Let us help you live at home

- Caring volunteers
- Knowledgeable staff
- Feel safer at home
- Flexible support services

Volunteer

Give us a few hours a week

Find a volunteer position that is right for you. Start the conversation. **Call today!**



Canadian Union of Postal Workers

CUPW supports the Rural Route Reassurance Program

Our members in Prince Edward County drive down most roads five days a week, and we care about our neighbours and families.

Postal workers across Canada are a watchful presence on our streets, sidewalks and in all our communities.

Please clip, fill-out and mail to:

Rural Route Reassurance Program

Prince Edward County Community Care for Seniors
74 A King Street • Picton ON • K0K 2T0



Rural Route Reassurance

YES

, I would like to know more about the **free** Rural Route Reassurance Program! Please call me.

Name: _____

Phone number: (_ _ _) _ _ _ - _ _ _

Best time to contact you: ☐ Mornings ☐ Afternoons

Town of Kingsville Economic Development and Tourism Committee Report

JANUARY 2018



2017 Committee Actions Update

- 2017 completes the second full year of this committee appointment.
- 2nd year of attendance at the annual Zoomer Show in Toronto in October with exposure to over 50000 attendees. Will be working with TWEPI, SWOTC and other local resources to determine what trade shows we strategically participate in to target various demographics.
- Creation of the Town of Kingsville Business Recognition and Awards program. The Program is an effort by the EcDev and Tourism Committee to recognize the many contributions local businesses have made in the town, demonstrating their support for the growth of the community. Business Recognition Breakfast to be held April 13th to honour the award recipients.
- Continuing development of the Cottam CIP. Applications from the community have been received and the CIP Cottam Community Committee has been selected. D. Hunt will represent the Ec Dev Committee on this Cottam CIP action committee.
- Town of Kingsville Accommodation study RFP – Targeted completion of Dec 2017. Will provide the town with necessary information regarding our lodging outlook and needs.

ZoomerSHOW LIFESTYLE EXPO FOR THE 45+

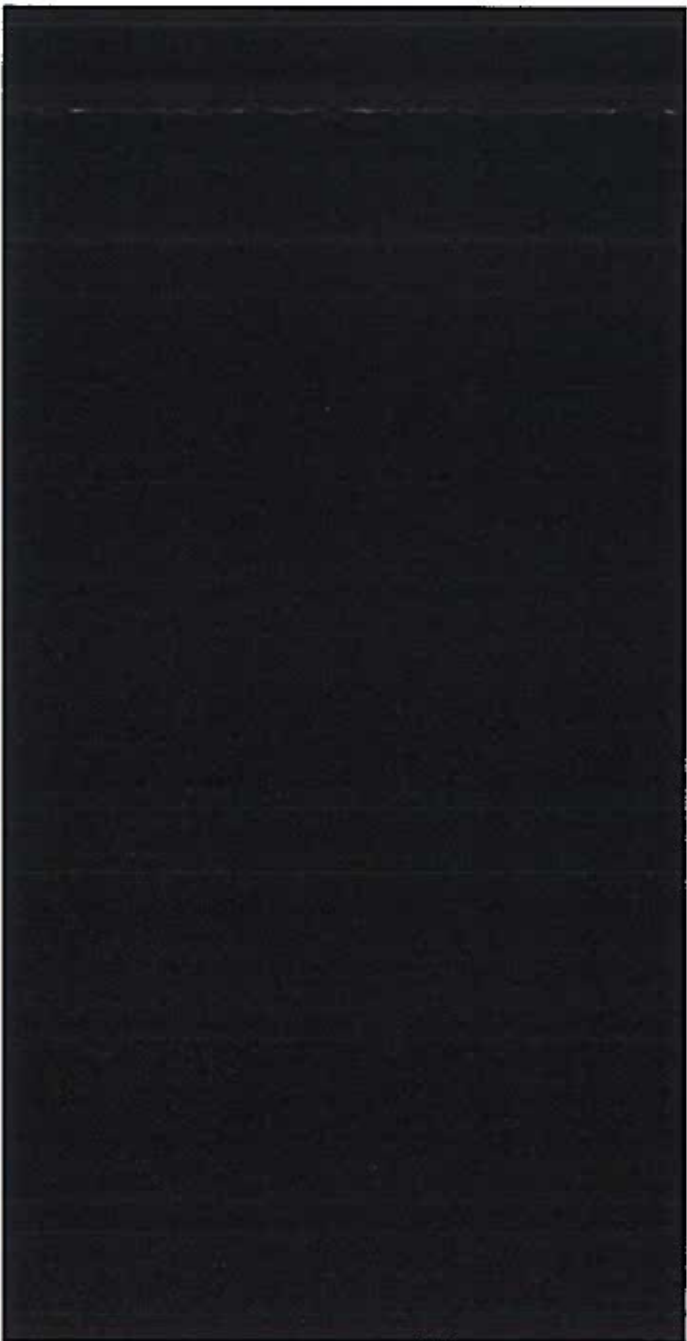


2017 Committee Actions - Ongoing

- Move to Kingsville – Marketing Campaign – Developing materials to use in various outlets to promote relocating to our town – Print and Digital Media
- Community Profile book is currently being updated and ready in the first quarter of 2018.
- First Impressions Community Exchange – Awaiting OMAFRA direction on what community we will be paired with for this exercise.
- Business Attraction / Development – Continual referrals to the Windsor SBC for assistance.
- Business Retention and Expansion Study – WEEDC conducted a regional small business outreach and survey. This will be the basis of a BR+E study for Kingsville to strategically plan and execute economic development initiatives.
- MyKingsville.ca website relaunch. A comprehensive re-tooling of the information and accessibility of the site. Now much easier to navigate and receive information. Will tie in to new Kingsville Smartphone App platform in 2018.
- Completed “Town of Kingsville” Promotional video

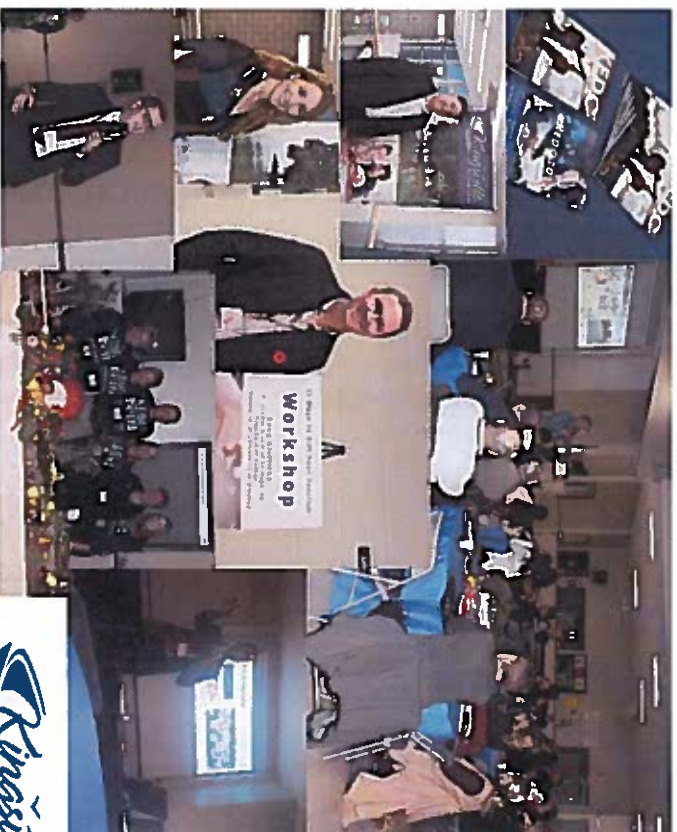


Town Of Kingsville – Promotional Video



2017 Committee Actions – KEDC 2017

- The first annual Kingsville Economic Development Conference – Collaboration for Success was held November 9-10, at the Kingsville Recreation Complex.
- The EC Dev and Tourism Committee determined that we can stand out and become a leading community by holding this type of annual event in our town.
- A conference sub committee was formed and began the organization and agenda criteria for the conference.
- We were able to secure 15 fantastic speakers made possible with the help from sponsorships and volunteers.
- Speakers came from a wide range of subject matters from a global financial projection, to learning what economic development advances and changes are occurring. New types of workforces and arrangements, to how we can work both within our community and beyond to build partnerships and synergies.
- Our keynote speaker Doug Griffiths spoke about his “13 Ways to Kill Your Community” and provided some tremendous insight as to his previous experiences and challenges.
- Overall the attendants were very impressed with the event and are excited for our next conference.
- KEDC 2018 planning and development will take the lessons learned from the inaugural event and build upon our success.



2017 Committee Actions Update – Ec Dev Strategic Plan

- Held the first Mayors Round Table discussion focusing on Economic Development. Canvassed varying different sectors of the Municipality. Collected feedback and insight as to what the community stakeholders feel our strengths, weaknesses and needs are.
- A community Economic Development survey was also conducted. Information gathered from these events was then considered in the development of the Town of Kingsville Economic Development Strategy.
- The Town of Kingsville Economic Development Strategy outlines objectives and timeframes of completion with expected action items and measurables. This will now provide us with the framework and areas that we need to address going forward. These items will allow us to foster an environment where people want to continue to live and experience. Tasks will currently be completed with available town resources and committee partnership.
- Strategy goals include – Adopting a town-wide focus, Growing specific business sectors, Encouraging a positive community business culture, Align and inspiring town resources, and Retain and attract a new generation of great entrepreneurs and workforce.
- Plan rollout and initial progress will be updated upon next presentation to council.



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: December 28, 2017

To: Mayor and Council

Author: Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

RE: Application for Zoning By-law Amendment ZBA/23/17 by Robert & Rosanne Marie Blakesleay and Steckle Farms Ltd., c/o Peter Steckle, 69 Road 8 West and Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8

Report No.: PDS 2018-004

AIM

To provide the Town of Kingsville Council with information regarding the requested Zoning By-law Amendment for lands known as 69 Road 8 West and Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8, as a condition of consent under file B/12/17.

BACKGROUND

At the October 18, 2017 Committee of Adjustment meeting, provisional consent was given to sever an existing dwelling (File B/12/17), deemed surplus to the farming operation of the purchaser, Steckle Farms Ltd., from the parcel known as 69 Road 8 West.

As a condition of that consent, it was required that both the retained parcel, and the lands surrounding, owned by the purchaser to which the retained parcel must merge, and totaling approximately 95 ha (235 ac.), be rezoned to prohibit the construction of future dwellings. Please refer to the location map attached as Appendix A. This condition is required by both Provincial and Town policies.

DISCUSSION

When considering a request for a Zoning By-law Amendment, it is important to review the request on the basis of the following documents to determine whether the request is appropriate:

1) Provincial Policy Statement, 2014 (PPS):

When reviewing a planning application to determine if it represents sound planning, it is imperative that the proposed development is consistent with the Provincial Policy Statement (PPS): “The Provincial Policy Statement provides policy direction for appropriate development while protecting resources of provincial interest, public health and safety, and the quality of the natural environment.”

Policy section 2.3.4.1 states:

Lot creation in prime agricultural areas is discouraged and may only be permitted for:

c) a residence surplus to a farming operation as a result of farm consolidation, provided that:

- 1. the new lot will be limited to a minimum size needed to accommodate the use and appropriate sewage and water services; and*
- 2. the planning authority ensures that new residential dwellings are prohibited on any remnant parcel of farmland created by the severance. The approach used to ensure that no new residential dwellings are permitted on the remnant parcel may be recommended by the Province, or based on municipal approaches which achieve the same objective.*

Comment: The subject land was severed to separate a residence surplus to the needs of the farming operation. Therefore, the requested Zoning By-law Amendment from ‘Agriculture (A1)’ to ‘Agriculture – Restricted (A2)’ will ensure that the severance is consistent with the PPS by prohibiting residential development on the remnant parcel but still allow for farming operations to continue.

2) Town of Kingsville Official Plan

The subject land is designated ‘Agriculture’ within the Official Plan for the Town of Kingsville. Section 3.1, pertaining to lands designated ‘Agriculture’, establishes goals to preserve prime agricultural land for agricultural purposes and restricts the type and amount of non-farm development in ‘Agriculture’ designated areas. Additionally, section 7.3.1, pertaining to Agriculture Land Division, permits the severance of a dwelling that is considered surplus to the needs of the farm operation conditional on the remnant parcel resulting from the severance being rezoned to prohibited new residential dwellings.

Comment: The requested Zoning By-law Amendment conforms to the relevant policies of the Official Plan for the Town of Kingsville.

3) Comprehensive Zoning By-law 1-2014

The subject land is currently zoned ‘Agriculture (A1)’ in the Comprehensive Zoning By-law for the Town of Kingsville. As a condition of the consent the Zoning By-law Amendment to ‘Agriculture – Restricted (A2)’ will prohibit new residences to be built on the retained

farmland. It should be noted that as a further condition to the consent, the dwelling prohibition will also apply to those lands which immediately surround the 69 Road 8 West parcel, which are owned by the purchaser, Steckle Farms Ltd., c/o Peter Steckle.

LINK TO STRATEGIC PLAN

Manage growth through sustainable planning.

FINANCIAL CONSIDERATIONS

There is no financial impact as a result of this zoning amendment.

CONSULTATIONS

1) Public Consultations

In accordance to O. Reg 545/06 of the Planning Act, property owners within 120m of the subject site boundaries received the Notice of Public Meeting by mail. To date, no comments have been received by members of the public.

2) Agency & Administrative Consultation

In accordance with O. Reg 545/06 of the *Planning Act*, Agencies and Town Administration received the Notice of Public Meeting by mail and/or email.

Agency or Administrator	Comment
Essex Region Conservation Authority	<ul style="list-style-type: none">• No objections. (See Appendix B).
Town of Kingsville Management Team	<ul style="list-style-type: none">• No concerns with the requested rezoning.
County of Essex	<ul style="list-style-type: none">• No comments expected.

RECOMMENDATION

It is recommended that Council approve Zoning By-law Amendment application ZBA/23/17 to rezone the subject lands as a condition of consent File B/12/17 from 'Agriculture (A1)' to 'Agriculture – Restricted (A2)' on lands known as 69 Road 8 West and VL NS Road 8 West, in Part of Lots 5, 6 and 7, Concession 8, Town of Kingsville and adopt the implementing by-law.

Robert Brown

Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

69 Road 8 West & Road 8 West (no address)



Legend

Essex Municipalities

<all other values>

Kingsville

Street

Severance

Kingsville Assessment

Notes

ZBA/23/17

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Copyright the Corporation of the County of Essex, 2012. Data herein is provided by the Corporation of the County of Essex on an 'as is' basis. Assessment parcel provided by Teranet Enterprises Inc. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 356.95 713.9 Meters

1: 21,414



11/21/2017



regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

November 27, 2017

Mr. David French
Interim Planner
Planning & Development Services
The Corporation of the Town of Kingsville
Kingsville, ON N9Y 2Y9

Dear Mr. French:

RE: Zoning By-Law Amendment ZBA-23-17
69 ROAD 8 W & ROAD 8 W
ARN 371153000000300, 371153000000200, 371153000000500;
PIN: 751600068, 751600066
Applicant: Blakesley & Steckle Farms Ltd.

The following is provided for your information and consideration as a result of our review of Zoning By-Law Amendment ZBA-23-17. Due to the previous consent application that severed an existing dwelling from the farmland (surplus dwelling), this application for Zoning Amendment will now rezone the vacant farmland to prohibit the construction of future dwellings as per Town and Provincial policy.

NATURAL HAZARD POLICIES OF THE PPS, 2014

The most southern portion of the above noted lands is subject to our Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservation Authorities Act*, (Ontario Regulation No. 158/06). This portion of the subject parcel falls within the regulated area of the 8th Concession Road Drain. The property owner would be required to obtain a Permit and/or Clearance from the Essex Region Conservation Authority prior to any construction or site alteration or other activities affected by the regulations.

WATER RESOURCES MANAGEMENT

Our office has reviewed the proposal and has no concerns relating to stormwater management.

NATURAL HERITAGE POLICIES OF THE PPS 2014

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

Mr. French
November 27, 2017

FINAL RECOMMENDATION

We have no objection to this application for Zoning Amendment.

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne', with a large, flowing loop at the end.

Corinne Chiasson
Resource Planner
/cor

THE CORPORATION OF THE TOWN OF KINGSVILLE
BY-LAW 7-2018

***Being a By-law to amend By-law No. 1-2014,
the Comprehensive Zoning By-law for the Town of Kingsville***

WHEREAS By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

AND WHEREAS the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

AND WHEREAS there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. Schedule "A", Map 19 of By-law 1-2014 is hereby amended by changing the zone symbol on an approximately 96 ha (235 ac.) portion of land, known municipally as 69 Road 8 West and Road 8 West (No Address), in Part of Lots 5, 6 & 7, Concession 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule A



0 125 250 500 750 1,000 Meters

**69 ROAD 8 WEST AND ROAD 8 WEST (NO ADDRESS)
PART OF LOTS 5, 6 & 7, CONCESSION 8
ZBA/23/17**



Schedule "A", Map 19 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of parcel known municipally as 69 Road 8 West, and those lands known as Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8, and further identified on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.



**Town of Kingsville
Council Summary Report
2017**

Cheque Distributions for the Month of:

DECEMBER

Department Summary:

Dept. No.	Department Name	Amount
	Credit Card Transactions	\$ 10,212.25
000	Default - Clearing	\$ 148,105.43
110	Council	\$ 711.20
112	General Administration	\$ 87,128.08
114	Information Technology	\$ 20,564.02
120	Animal Control	\$ 595.00
121	Fire	\$ 20,160.13
122	OPP	\$ 4,549.49
124	Building	\$ 1,830.66
130	Transportation - Public Works	\$ 631,918.73
131	Sanitation	\$ 45,084.62
151	Cemetery	\$ 4,788.70
170	Arena	\$ 120,933.09
171	Parks	\$ 35,829.74
172	Fantasy of Lights	\$ 3,188.76
173	Marina	\$ 8,983.57
174	Migration Festival	\$ 36.02
175	Recreation Programs	\$ 22.25
176	Communities in Bloom	\$ 12.20
178	Facilities	\$ 77,887.07
180	Planning	\$ 8,269.52
181	BIA	\$ 82,356.49
184	Accessibility Committee	\$ 172.99
185	Tourism & Economic Development Committee	\$ 1,731.66
186	Heritage Committee	\$ 1,211.16
201	Environmental - Water	\$ 42,347.27
242	Kingsville/Lakeshore West Wastewater	\$ 160,298.43
243	Cottam Wastewater	\$ 6,382.35

Total of Current Expenditures: \$ 1,525,310.88

**Note HST Rebate details are omitted, but are included in the totals*

Total Number of Current Cheques Issued: 333

Comparison Data: DECEMBER 2016

Total of Approved Expenditures: \$ 1,958,066.79

Total Number of Cheques Issued: 311

** denotes monies to be recouped, billed to third party*

**Council Summary Report
Credit Card Transactions
December 2017**

Cheque Number	Cheque Date	Vendor Name	Description	Account	Amount
64109	12/13/2017	TD Canada Trust - SI Visa	2018 Membership - Zwiers	01-112-006-12085	\$ 320.54
64109	12/13/2017	TD Canada Trust - SI Visa	Town Christmas Party	01-112-099-60317	\$ 9.92
64109	12/13/2017	TD Canada Trust - SI Visa	Fred Fuller 40 years	01-112-099-60317	\$ 100.00
64109	12/13/2017	TD Canada Trust - SI Visa	Fred Fuller 40 years	01-112-099-60317	\$ 140.00
64109	12/13/2017	TD Canada Trust - SI Visa	Fred Fuller 40 years	01-112-099-60317	\$ 90.00
64109	12/13/2017	TD Canada Trust - SI Visa	Town Christmas Party	01-112-099-60317	\$ 127.90
64109	12/13/2017	TD Canada Trust - SI Visa	Fred Fuller 40 years	01-112-099-60317	\$ 50.00
64109	12/13/2017	TD Canada Trust - SI Visa	Fred Fuller 40 years	01-112-099-60317	\$ 100.00
64109	12/13/2017	TD Canada Trust - SI Visa	Helmet Shield Ornament - Brando	01-121-099-60316	\$ 34.01
64109	12/13/2017	TD Canada Trust - SI Visa	Clothing - R Sassine	01-124-072-60216	\$ 89.53
64109	12/13/2017	TD Canada Trust - SI Visa	OBOA Training - Small Building	01-124-098-60254	\$ 600.00
64109	12/13/2017	TD Canada Trust - SI Visa	Replace Broken Locator	01-130-360-71748	\$ 1,063.79
64109	12/13/2017	TD Canada Trust - SI Visa	Arena - Equipment Repair	01-170-099-60316	\$ 119.99
64109	12/13/2017	TD Canada Trust - SI Visa	Arena - Safety Supplies	01-170-099-60347	\$ 30.39
64109	12/13/2017	TD Canada Trust - SI Visa	P&R - Facility Mtce	01-171-099-60315	\$ 133.04
64109	12/13/2017	TD Canada Trust - SI Visa	Amazon.com - refund	01-172-099-60315	\$ (0.14)
64251	12/20/2017	TD Canada Trust - SI Visa	Sip and Shop - FOL 2017	01-172-099-60625	\$ 458.96
64251	12/20/2017	TD Canada Trust - SI Visa	Outlet	01-185-099-63104	\$ 163.83
64251	12/20/2017	TD Canada Trust - SI Visa	EcDev - Marketing Initiative	01-185-099-63104	\$ 188.26
64251	12/20/2017	TD Canada Trust - SI Visa	Zoomershow	01-185-099-63104	\$ 20.00
64109	12/13/2017	TD Canada Trust - SI Visa	Camera	01-185-099-63108	\$ 2,610.85
64251	12/20/2017	TD Canada Trust - SI Visa	Training - K Girard	02-201-098-60254	\$ 407.04
64253	12/20/2017	TD Canada Trust - PVMW	Expressions Pins	01-110-099-60300	\$ 1,177.75
64253	12/20/2017	TD Canada Trust - PVMW	Roma 2018 - P VM West	01-112-006-12085	\$ 229.54
64253	12/20/2017	TD Canada Trust - PVMW	Roma 2018 - T Neufeld	01-112-006-12085	\$ 229.54
64253	12/20/2017	TD Canada Trust - PVMW	Roma 2018 - N Santos	01-112-006-12085	\$ 229.54
64253	12/20/2017	TD Canada Trust - PVMW	Parking	01-112-099-60400	\$ 8.75
64253	12/20/2017	TD Canada Trust - PVMW	Parking	01-112-099-60400	\$ 4.75
64253	12/20/2017	TD Canada Trust - PVMW	Name Tags	01-185-099-63113	\$ 89.45
64253	12/20/2017	TD Canada Trust - PVMW	Beverages / Snacks	01-185-099-63113	\$ 113.02
64252	12/20/2017	TD Canada Trust - NS Visa	Aerial Photos	01-110-099-60300	\$ 508.80
63655	11/2/2017	TD Canada Trust - NS Visa	Aerial Photos	01-112-006-12085	\$ 763.20
Total Credit Card Transactions					\$10,212.25

**Town of Kingsville
 Council Summary Report**

Ranges:	From:	To:
Vendor ID:	First	Last
Vendor Name:	First	Last
Cheque Date:	12/1/2017	12/31/2017
Sorted By:	Cheque Number	

Distribution Types Included: PURCH

Cheque Number	Cheque Date	Vendor Name	Description	Amount
Total For Department				\$0.00
<u>000</u>	-			
0063982	X	12/13/2017	Steven Austin Deposit Rfnd-1314 Orchard Blvd 01-000-000-21410	\$1,000.00
0063983	X	12/13/2017	Bank of Montreal (Leamington) Refund Pymt made in error 01-000-031-21418	\$3,057.46
0063984	X	12/13/2017	Bondy, Riley, Koski Reg of Site Plan Agr SPA/10/13 01-000-020-22138	\$289.21
0063984	X	12/13/2017	Bondy, Riley, Koski Reg Site Plan SPA/06/17 01-000-020-22174	\$287.07
0064015	X	12/13/2017	Ann Fisker Duplicate Pymt - Cottam Hall 01-000-030-21383	\$10.80
0064017	X	12/13/2017	Gary Anthony Management Ser Return Balance of Security 01-000-020-21501	\$2,500.00
0064022	X	12/13/2017	Greenwood Homes Inc. Deposit Refund - 8 Bruner 01-000-000-21410	\$1,000.00
0064031	X	12/13/2017	I.B.E.W. #636 Remittance 01-000-000-21006	\$1,230.79
0064037	X	12/13/2017	Kingsville Gosfield Heritage 2 sets of books 01-000-030-21376	\$70.00
0064049	X	12/13/2017	Mark Mastronardi Deposit Rfnd - 1864 Longlee 01-000-000-21410	\$1,000.00
0064065	X	12/13/2017	Nima Imports Inc Partial Return of Security 01-000-020-21501	\$20,000.00
0064066	X	12/13/2017	Noah Homes Deposit Rfnd - 33 Robin Crt 01-000-000-21410	\$1,000.00
0064068	X	12/13/2017	Old Colony Mennonite Congreg: Refund due to write-off 01-000-031-21418	\$2,312.89
0064086	X	12/13/2017	RC Spencer Associates Inc. Design 01-000-006-13201	\$1,355.95
0064091	X	12/13/2017	Adam Rutgers Deposit Rfnd - 103 Cty Rd 14 01-000-000-21410	\$1,000.00
0064098	X	12/13/2017	Shilson Excavation & Trucking I Tully Drain & Branch 01-000-023-14080	\$13,732.50
0064098	X	12/13/2017	Shilson Excavation & Trucking I Bridge at 3370 Arner Townline 01-000-023-14080	\$12,134.87
0064098	X	12/13/2017	Shilson Excavation & Trucking I East Br of No. 47 01-000-023-14080	\$1,037.95
0064098	X	12/13/2017	Shilson Excavation & Trucking I Sideroad Br of 7th Conc Drain 01-000-023-14080	\$5,871.55
0064098	X	12/13/2017	Shilson Excavation & Trucking I 35 Brush Armstrong Drain 01-000-023-14080	\$3,027.36

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064098 ✕	12/13/2017	Shilson Excavation & Trucking I	2nd Conc Dr -Large Obstruction 01-000-023-14080	\$1,124.45
0064098 ✕	12/13/2017	Shilson Excavation & Trucking I	1600 McCain - Access bridge 01-000-023-14080	\$6,645.64
0064098 ✕	12/13/2017	Shilson Excavation & Trucking I	Bank Stabilization 01-000-023-14080	\$1,628.16
0064098 ✕	12/13/2017	Shilson Excavation & Trucking I	Scott Taylor Drain 01-000-023-14080	\$14,266.74
0064104 ✕	12/13/2017	Stantec Consulting Ltd.	M&M Water Flow Control System 01-000-006-13199	\$3,091.50
0064104 ✕	12/13/2017	Stantec Consulting Ltd.	M&M Farms Waterline 01-000-006-13200	\$6,495.13
0064108 ✕	12/13/2017	Sunrite Greenhouses Ltd	Deposit Rfnd - 1414 Seacliff 01-000-020-21501	\$1,000.00
0064108 ✕	12/13/2017	Sunrite Greenhouses Ltd	Deposit Rfnd - 1414 Seacliff 01-000-000-21410	\$1,000.00
0064108 ✕	12/13/2017	Sunrite Greenhouses Ltd	Deposit Rfnd - 1414 Seacliff 01-000-000-21410	\$1,000.00
0064108 ✕	12/13/2017	Sunrite Greenhouses Ltd	Deposit Rfnd - 1414 Seacliff 01-000-000-21410	\$1,000.00
0064108 ✕	12/13/2017	Sunrite Greenhouses Ltd	Deposit Rfnd - 1414 Seacliff 01-000-000-21410	\$1,000.00
0064179 ✕	12/20/2017	Todd Havinga	Deposit Refund - 142 Fox St 01-000-000-21413	\$150.00
0064202 ✕	12/20/2017	Thomas Marshall	Deposit Refund - 94 Chelsea 01-000-000-21413	\$150.00
0064207	12/20/2017	Mill-Am Corporation	Paving Program 2016 01-000-027-20030	\$10,478.20
0064207	12/20/2017	Mill-Am Corporation	Road 2 East 01-000-027-20030	\$24,290.06
0064224 ✕	12/20/2017	Preview Inspections and Consul	Backflow Prevention - November 01-000-006-13199	\$80.00
0064227 ✕	12/20/2017	Harmony Queen	Refund Duplicate Payment 01-000-031-21418	\$848.48
0064234	12/20/2017	Royal Benefits Inc	Claims - November 01-000-006-12002	\$20.21
0064235 ✕	12/20/2017	Evan Rutgers	Deposit Refund - 28 Mulberry 01-000-000-21413	\$150.00
0064245 ✕	12/20/2017	South Western Property Mainte	1544 County Rd 34 E 01-000-006-13199	\$647.50
0064246 ✕	12/20/2017	Erin Squance	Refund Deposit - 464 Heritage 01-000-000-21413	\$150.00
0064266 ✕	12/20/2017	Warkentin Plumbing	Backflow Test - Versnel Farms 01-000-006-13199	\$135.00
0064287 ✕	12/22/2017	HYDRO ONE	1 Conc Lot 22 Moroun Pump Stn 01-000-023-14080	\$835.96

Total For Department 000 \$148,105.43

110

0064026	12/13/2017	HighRise Basketball	Hoopin' Around the Clock 2018 01-110-099-60300	\$350.00
0064076	12/13/2017	Larry Patterson	Ont Municipal West Conference 01-110-098-60253	\$188.09

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064084	12/13/2017	Gord Queen	Ont West Municipal Conference 01-110-101-60253	\$173.11
Total For Department 110				\$711.20
<u>112</u>	-			
0063971	12/7/2017	Mastronardi Estate Winery	T of K - Christmas Party 01-112-099-60317	\$15,507.35
0063979	12/13/2017	AMCTO	2018 Membership - R Baines 01-112-006-12085	\$316.67
0063981	12/13/2017	Jennifer Astrologo	Elections Training - AMCTO 01-112-098-60254	\$183.82
0063981	12/13/2017	Jennifer Astrologo	Mileage 01-112-099-60400	\$55.34
0063989	12/13/2017	Canadian Institute of Planners	CIP Fee 2018 - R Brown 01-112-006-12085	\$194.36
0063994	12/13/2017	ClaimsPro Inc.	Insurance Deductible - Reid 01-112-099-60313	\$1,205.80
0063996	12/13/2017	Compugen Inc.	CAO Copies 01-112-099-60301	\$0.69
0063996	12/13/2017	Compugen Inc.	Admin Copies 01-112-099-60301	\$637.78
0063999	12/13/2017	Stephanie Coussens	Mileage - CAS Holiday Program 01-112-099-60400	\$38.90
0064000	12/13/2017	Culligan Water	Cooler Rental 01-112-099-60311	\$28.44
0064000	12/13/2017	Culligan Water	Cooler Rental 01-112-099-60311	\$28.44
0064007	12/13/2017	Economic Developers Associati	2018 Membership - P VM West 01-112-006-12085	\$457.31
0064007	12/13/2017	Economic Developers Associati	2018 Membership - D Hunt 01-112-006-12085	\$195.99
0064019	12/13/2017	G&K Services Canada Inc	Town Hall - Mats 01-112-099-60315	\$65.54
0064025	12/13/2017	Hicks Morley Hamilton Stewart	Legal Fees 01-112-099-60319	\$3,388.61
0064027	12/13/2017	Homewood Health Inc	Employee Assistance Services 01-112-006-12085	\$1,465.34
0064043	12/13/2017	LexisNexis Canada Inc.	Ont Municipal Act & Commentary 01-112-006-12085	\$213.69
0064051	12/13/2017	Merchant Paper Company	Town Hall -Janitorial Supplies 01-112-099-60315	\$178.41
0064054	X 12/13/2017	Ministry of Finance (Tile Loan)	Tile Debenture 113-2015 01-112-006-12085	\$4,021.00
0064054	X 12/13/2017	Ministry of Finance (Tile Loan)	Tile Debenture 113-2015 01-112-006-12085	\$2,772.40
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-112-099-60301	\$676.48
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-112-099-60317	\$9.47
0064060	12/13/2017	Municipal World Inc.	Municipal World Subscription 01-112-006-12085	\$457.46
0064063	12/13/2017	New Designs Flowers & Gifts	Arrangements - S Branch 01-112-099-60317	\$76.27

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064070	12/13/2017	Ontario Good Roads Associatio	Membership Fee 01-112-006-12085	\$1,240.72
0064072	12/13/2017	OPPI (Ontario Professional Plar	Professional Fee - R Brown 01-112-006-12085	\$514.01
0064083	12/13/2017	Purolator Courier Service	Deputy Clerk Appt of R Baines 01-112-099-60305	\$24.96
0064085	12/13/2017	Quimby Financial Group Ltd	Volunteer FF benefits 01-112-006-12085	\$15,711.84
0064087	12/13/2017	Receiver General for Canada Si	Site #4555 - 2018 Rent 01-112-006-12085	\$508.80
0064089	12/13/2017	R. Moir Cleaning Service	Cleaning - Town Hall 01-112-099-60341	\$1,831.68
0064097	12/13/2017	Jennifer Settrington	Police Clearance 01-112-099-60317	\$25.00
0064100	12/13/2017	Sims Publications Incorporated	Business Cards 01-112-099-60301	\$325.63
0064102	12/13/2017	Southpoint Sun	Fencing By-Law/Public Meeting 01-112-099-60306	\$320.54
0064110	12/13/2017	Telus Mobility	Blackberry Billing 01-112-099-60327	\$1,376.30
0064116	12/13/2017	Vernon's Tap & Grill	Budget Review Lunch 01-112-099-60317	\$198.43
0064119	12/13/2017	Watson & Associates Economis	Work to Oct 31 01-112-360-71718	\$4,113.39
0064131	12/20/2017	Advance Business Systems	Ink 01-112-099-60301	\$186.22
0064131	12/20/2017	Advance Business Systems	Sealer 01-112-099-60301	\$149.59
0064134	12/20/2017	AMCTO	Workshop - March 12/18 01-112-006-12085	\$315.46
0064136	12/20/2017	ATM Pharmacies Ltd	Rent - Unit 10, 59 Main St E 01-112-006-12085	\$1,664.08
0064139	12/20/2017	Bell Canada	2021 Division Rd N 01-112-099-60327	\$559.68
0064139	12/20/2017	Bell Canada	2021 Division (long dist/ext) 01-112-099-60327	\$608.55
0064140	12/20/2017	BMA Management Consulting Ir	2017 Study 01-112-099-60319	\$1,526.40
0064141	12/20/2017	Boghosian + Allen LLP	Cichon Adjusting Fees 01-112-099-60313	\$576.09
0064142	12/20/2017	Bondy, Riley, Koski	Prof Services 01-112-099-60319	\$288.49
0064142	12/20/2017	Bondy, Riley, Koski	Prof Services 01-112-099-60319	\$244.49
0064146	12/20/2017	Canada Post Corporation	Water/Tax Bills 01-112-099-60303	\$699.25
0064151	12/20/2017	Compugen Finance Inc.	Copier Lease 01-112-099-60311	\$768.94
0064162	12/20/2017	D.H.Kingsville Investments Inc	Medical Centre Rent 01-112-006-12085	\$3,013.68
0064165	12/20/2017	Elev8 Productions Inc	Town Christmas Party-AV Screen 01-112-099-60317	\$305.28
0064166	12/20/2017	E.L.K. Energy Inc	Pearl St Rent 01-112-006-12085	\$450.02
0064178	12/20/2017	Global Leasing	Neopost 01-112-099-60311	\$887.84
0064181	12/20/2017	John and Michelle Ivanisko	3880ttam OPP Lease 01-112-006-12085	\$540.31

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064190	12/20/2017	The Law Society of Upper Cana	2018 Membership - Astrologo 01-112-006-12085	\$2,221.42
0064201	12/20/2017	Marianne Love Consulting Servi	Job Evaluation/Pay Equity 01-112-360-71721	\$2,609.72
0064204	12/20/2017	McTague Law Firm	Services to December 7/17 01-112-099-60319	\$2,500.29
0064209	12/20/2017	Moore Canada Corporation	Red Tax Bills 01-112-099-60301	\$29.27
0064209	12/20/2017	Moore Canada Corporation	Green Tax Bill 01-112-099-60301	\$146.33
0064209	12/20/2017	Moore Canada Corporation	Green Tax Bills-Second Shipmen 01-112-099-60301	\$146.33
0064210	12/20/2017	Mousseau DeLuca McPherson I	Zoning - Sauve OMB 01-112-099-60319	\$1,526.40
0064217	12/20/2017	HYDRO ONE	2021 Division Admin #J027150 01-112-099-60314	\$2,364.65
0064229 *	12/20/2017	Deanna Reid	Abed/Redmile - Dec 15/17 01-112-072-60129	\$175.00
0064234	12/20/2017	Royal Benefits Inc	Claims - November 01-112-072-60222	\$523.64
0064239	12/20/2017	Vicky Sawatzky	MTA203- Exam Fee/Parking 01-112-098-60254	\$56.00
0064242	12/20/2017	Shred-It International ULC	Records Archive Destruction 01-112-099-60317	\$87.78
0064255	12/20/2017	Thomson Reuters Canada	Online Charges - Westlaw Subs 01-112-099-60320	\$113.03
0064259	12/20/2017	Tri-County Copiers Plus	Copies 01-112-099-60301	\$63.37
0064261	12/20/2017	Union Gas Limited	2021 Division Rd N - Town Hall 01-112-099-60314	\$386.17
0064262	12/20/2017	Peggy Van Mierlo-West	Mileage 01-112-099-60400	\$137.20
0064267	12/20/2017	Willis Law	LAFHT Agreement 01-112-099-60319	\$2,890.25

Total For Department 112 \$87,128.08

114

0063980	12/13/2017	Applied Computer Solutions Inc	Service Work - November 01-114-099-60309	\$763.20
0063980	12/13/2017	Applied Computer Solutions Inc	VPN Configuration 01-114-099-60309	\$1,439.90
0063980	12/13/2017	Applied Computer Solutions Inc	VM Ware Upgrade 01-114-099-60310	\$2,162.40
0063980	12/13/2017	Applied Computer Solutions Inc	Hard Drive - Arena 01-114-099-60308	\$365.09
0063988	12/13/2017	Kyle Campbell	Mileage 01-114-099-60400	\$25.77
0064030	12/13/2017	Tony Iacobelli	Laser Pointer 01-114-099-60301	\$39.98
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-114-099-60301	\$12.55
0064135	12/20/2017	Applied Computer Solutions Inc	Phone System Training - Kyle 01-114-098-60254	\$508.80

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064171	12/20/2017	eSolutionsGroup Limited	Website Final Payment 01-114-360-71717	\$9,512.85
0064171	12/20/2017	eSolutionsGroup Limited	Website Hosting Costs 01-114-099-60309	\$5,530.04
0064234	12/20/2017	Royal Benefits Inc	Claims - November 01-114-072-60222	\$203.44

Total For Department 114 \$20,564.02

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0064009	12/13/2017	Erie Veterinary Hospital	Spay Neuter Vouchers 01-120-280-60377	\$75.00
0064126	12/13/2017	Larry Wood	Animal Control - October 01-120-280-60124	\$210.00
0064169	12/20/2017	Erie Veterinary Hospital	Spay Neuter Voucher 01-120-280-60377	\$75.00
0064188	12/20/2017	Lakeside Animal Hospital	Spay Neuter Voucher 01-120-280-60377	\$75.00
0064270	12/20/2017	Windsor Essex County Humane	Stray Cat Program 01-120-280-60125	\$160.00

Total For Department 120 \$595.00

121

0064001	12/13/2017	Darch Fire	Ram Tips for #4350 01-121-099-60316	\$375.09
0064002	12/13/2017	Jeff Dean	O AFC Midterm Meeting 01-121-099-60340	\$73.85
0064002	12/13/2017	Jeff Dean	O AFC Meeting 01-121-098-60254	\$319.45
0064008	12/13/2017	E.L.K. Energy Inc	120 Fox St 01-121-099-60314	\$176.34
0064013	12/13/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$174.78
0064013	12/13/2017	Fireservice Management Ltd.	Fire - Equipment Repair 01-121-099-60316	\$119.57
0064021	12/13/2017	Gosfield North Communications	Cottam Fire Hall 01-121-099-60327	\$183.26
0064028	12/13/2017	Sean Humenny	Training Lunch 01-121-072-60118	\$125.26
0064055	12/13/2017	Mister Mat	Fire - mats 01-121-099-60315	\$43.30
0064055	12/13/2017	Mister Mat	Fire - mats 01-121-099-60315	\$43.30
0064056	12/13/2017	M&L Supply	Fire Hose 01-121-100-60352	\$2,322.02
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-121-099-60301	\$187.76
0064059	12/13/2017	Scott Moore	OMFPOA Meeting 01-121-099-60317	\$16.25
0064059	12/13/2017	Scott Moore	40 Vulnerable Occupancy Training 01-121-098-60254	\$127.20

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064059	12/13/2017	Scott Moore	Corporation Search 01-121-099-60317	\$110.92
0064075	12/13/2017	Chuck Parsons	O AFC Midterm Meeting 01-121-099-60340	\$83.31
0064075	12/13/2017	Chuck Parsons	O AFC Meeting 01-121-098-60254	\$272.81
0064079	12/13/2017	Phasor Industrial	Fire - Facility Mtce 01-121-099-60315	\$632.27
0064082	12/13/2017	Public Safety Services	Command 1 Light/Siren 01-121-099-60316	\$812.04
0064082	12/13/2017	Public Safety Services	South Units Opticom 01-121-360-71616	\$686.88
0064083	12/13/2017	Purolator Courier Service	Courier Expenses 01-121-099-60305	\$4.42
0064092	12/13/2017	Safedesign Apparel Ltd.	Boots - J McHardy 01-121-099-60701	\$521.50
0064099	12/13/2017	Signs by Nommel	Accountability Boards 01-121-099-60358	\$297.14
0064113	12/13/2017	Troy Life & Fire Safety Ltd.	Replace Smoke Alarms 01-121-099-60315	\$348.83
0064121	12/13/2017	Wholesale Promotional Product	Fire - Uniforms 01-121-072-60216	\$1,284.62
0064127	12/13/2017	Work Authority	Boots - Reive, Voakes 01-121-072-60216	\$154.91
0064133	12/20/2017	Allstream Business Inc	Fire Emerg Calls 733-2399 01-121-099-60327	\$41.79
0064154	12/20/2017	Coxon's Sales and Rentals Ltd	Container Lease 01-121-099-60311	\$101.76
0064158	12/20/2017	Darch Fire	Unit 219 01-121-099-60316	\$1,438.91
0064158	12/20/2017	Darch Fire	Unit 218 01-121-099-60316	\$840.83
0064158	12/20/2017	Darch Fire	Halmatro 124 - Motor Replaced 01-121-099-60316	\$1,264.52
0064159	12/20/2017	DeLage Landen	Fire - Copier Lease 01-121-099-60311	\$71.25
0064175	12/20/2017	Fireservice Management Ltd.	Wash - Windibank 01-121-099-60316	\$70.32
0064185	12/20/2017	Kingsville Home Hardware	Fire - Equipment Repair 01-121-099-60316	\$21.04
0064185	12/20/2017	Kingsville Home Hardware	Contaminatin Bins 01-121-099-60317	\$14.84
0064185	12/20/2017	Kingsville Home Hardware	Fire - Facility Mtce 01-121-099-60315	\$33.51
0064185	12/20/2017	Kingsville Home Hardware	Decontamination Bin 01-121-099-60317	\$7.42
0064185	12/20/2017	Kingsville Home Hardware	Fire - Facility Mtce 01-121-099-60315	\$8.13
0064185	12/20/2017	Kingsville Home Hardware	Fire - Rescue Supplies 01-121-100-60705	\$11.18
0064208	12/20/2017	Scott Moore	Smoke Test 01-121-099-60317	\$30.50
0064216	12/20/2017	Ontario Association of Fire Chie	Fire Training - R2MR 01-121-072-60118	\$2,568.42
0064217	12/20/2017	HYDRO ONE	1720 Division Rd N 01-121-099-60314	\$709.13
0064219	12/20/2017	Chuck Parsons	4 Emergency Meeting Lunch 01-121-100-60755	\$131.31

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064226	12/20/2017	Purolator Courier Service	Courier Expense 01-121-099-60305	\$3.99
0064228	12/20/2017	Raven Rescue Ltd	XXL Water Rescue Helmet 01-121-099-60756	\$225.91
0064241	12/20/2017	Dorothy Shepley (fire)	Cleaning - November 01-121-099-60341	\$333.33
0064244	12/20/2017	Southwest Diesel Service Inc	Unit 219 01-121-099-60316	\$391.73
0064254	12/20/2017	Thames Communications Ltd.	Equipment Repair 01-121-099-60316	\$43.75
0064254	12/20/2017	Thames Communications Ltd.	Equipment Repair 01-121-099-60316	\$85.37
0064254	12/20/2017	Thames Communications Ltd.	Radio & Pagers 01-121-099-60702	\$1,008.64
0064255	12/20/2017	Thomson Reuters Canada	Fire Evidence Notebook 01-121-099-60301	\$236.36
0064261	12/20/2017	Union Gas Limited	1720 Division Rd N 01-121-099-60314	\$516.88
0064261	12/20/2017	Union Gas Limited	120 Fox St 01-121-099-60314	\$335.35
0064269	12/20/2017	Thomas Windibank	Recruit Meals 01-121-072-60118	\$82.20
0064271	12/20/2017	Windsor Factory Supply	Infectious Disease Kits 01-121-099-60315	\$34.68

Total For Department 121 \$20,160.13

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0064008	12/13/2017	E.L.K. Energy Inc	41 Division St S 01-122-099-60314	\$562.43
0064019	12/13/2017	G&K Services Canada Inc	OPP - Mats 01-122-099-60315	\$65.10
0064021	12/13/2017	Gosfield North Communications	OPP - Talbot St Cottam 01-122-099-60327	\$132.38
0064051	12/13/2017	Merchant Paper Company	Fire - Janitorial Supplies 01-122-099-60315	\$138.40
0064051	12/13/2017	Merchant Paper Company	OPP - Janitorial Supplies 01-122-099-60315	\$147.39
0064053	12/13/2017	Minister of Finance (OPP)	Ride Program - Nov 24/17 01-122-072-60122	\$1,389.40
0064089	12/13/2017	R. Moir Cleaning Service	Cleaning - Cottam OPP 01-122-099-60341	\$203.52
0064089	12/13/2017	R. Moir Cleaning Service	Cleaning - Kingsville OPP 01-122-099-60341	\$915.84
0064130	12/20/2017	ABSOLUTE CANADIAN	OPP - Water 01-122-099-60317	\$34.75
0064230	12/20/2017	Reliance Home Comfort	41 Division St S 01-122-099-60314	\$37.61
0064233	12/20/2017	Ricoh Canada	OPP Photocopier Lease 01-122-099-60311	\$391.46
0064257	12/20/2017	Town of Kingsville (water)	41 Division St S 01-122-099-60314	\$246.65
0064261	12/20/2017	Union Gas Limited	41 Division St S 01-122-099-60314	\$284.56

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 122				\$4,549.49
<u>124</u>				
0064040	12/13/2017	Laser Art Inc.	Logo for R Sassine 01-124-072-60214	\$31.95
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-124-099-60301	\$25.44
0064094	12/13/2017	Sam's Service Facility	14-02 Replace Bulb 01-124-099-60316	\$7.51
0064203	12/20/2017	MC Business Solutions Ltd	Bldg - Copier Usage 01-124-099-60301	\$183.51
0064224	12/20/2017	Preview Inspections and Consul	Building Department 01-124-072-60120	\$1,221.12
0064234	12/20/2017	Royal Benefits Inc	Claims - November 01-124-072-60222	\$361.13
Total For Department 124				\$1,830.66
<u>130</u>				
0063974	12/7/2017	Sherway Contracting	Park Street Road Improvements 01-130-360-71744	\$395,426.74
0063985	12/13/2017	Bridgeview Customs Brokers Ltd	Locator Delivery 01-130-360-71748	\$50.19
0063998	12/13/2017	County Wide Tree Service	Cottam Lagoons 01-130-099-60426	\$651.26
0063998	12/13/2017	County Wide Tree Service	Tree Removal - Lake Dr 01-130-099-60426	\$1,652.58
0063998	12/13/2017	County Wide Tree Service	Tree Removal - Bainbridge 01-130-099-60426	\$1,265.89
0064003	12/13/2017	Dependable Door and Dock Ser	Preventative Mtce on Doors 01-130-099-60315	\$368.80
0064008	12/13/2017	E.L.K. Energy Inc	390 Main St E Traffic Lights 01-130-110-60402	\$61.70
0064008	12/13/2017	E.L.K. Energy Inc	Wigle Traffic Lights 01-130-110-60402	\$46.19
0064008	12/13/2017	E.L.K. Energy Inc	Jasperson Traffic Lights 01-130-110-60402	\$168.44
0064008	12/13/2017	E.L.K. Energy Inc	Streetlights - Kingsville 01-130-114-60412	\$5,839.73
0064008	12/13/2017	E.L.K. Energy Inc	Division Traffic Lights 01-130-110-60402	\$131.51
0064008	12/13/2017	E.L.K. Energy Inc	Spruce Traffic Lights 01-130-110-60402	\$167.73
0064008	12/13/2017	E.L.K. Energy Inc	Santos & Main Traffic Lights 01-130-110-60402	\$26.64
0064008	12/13/2017	E.L.K. Energy Inc	Streetlights - Cottam 01-130-114-60412	\$1,221.63
0064016	12/13/2017	Fluid Basics Inc	Calibrate Salters 01-130-099-60316	\$4,352.63
0064018	12/13/2017	Giorgi Bros. Inc.	MS17-103 - Release of Holdback 01-130-360-71751	\$9,821.29

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064020	12/13/2017	Golder Associates	Material Testing 01-130-360-71744	\$2,336.23
0064032	12/13/2017	Jeff Shepley Excavating Ltd.	Haul Bulk Road Salt 01-130-122-60420	\$5,498.13
0064033	12/13/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$3,233.62
0064033	12/13/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$22,291.03
0064033	12/13/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$16,821.17
0064033	12/13/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$11,684.22
0064033	12/13/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$11,740.85
0064034	12/13/2017	Kelcom Radio Division	Fleet GPS/Radio 01-130-099-60460	\$1,440.92
0064035	12/13/2017	Kingsville Home Hardware	PW - Plumbing for shop 01-130-099-60315	\$49.46
0064041	12/13/2017	Leamington Int. Trucks	Trackless Repair 01-130-099-60316	\$281.19
0064047	12/13/2017	Rob Mackie	PW Staff Meeting 01-130-098-60254	\$29.82
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-130-099-60301	\$356.12
0064061	12/13/2017	Myer's Truck & Trailer Repairs L	Krown Spray for Fleet 01-130-099-60335	\$427.39
0064071	12/13/2017	HYDRO ONE	Streetlights - Kratz 01-130-114-60412	\$4.33
0064071	12/13/2017	HYDRO ONE	Streetlights - Road 3E 01-130-114-60412	\$4.33
0064077	12/13/2017	Peanut Centre & Nursery	2017 Tree Planting & Lakeview 01-130-099-60425	\$12,669.11
0064077	12/13/2017	Peanut Centre & Nursery	2017 Tree Planting & Lakeview 01-130-360-71545	\$11,600.63
0064079	12/13/2017	Phasor Industrial	Lites and Deflector Shields 01-130-114-60413	\$696.55
0064079	12/13/2017	Phasor Industrial	Lakeview - Streetlights 01-130-360-71545	\$10,170.91
0064081	12/13/2017	Princess Auto Ltd.	Jack for Shop 01-130-099-60357	\$45.75
0064094	12/13/2017	Sam's Service Facility	04-06 - E-Test 01-130-099-60316	\$30.53
0064094	12/13/2017	Sam's Service Facility	06-07 - Diagnose Problem 01-130-099-60316	\$580.03
0064094	12/13/2017	Sam's Service Facility	Sign Truck Inverter 01-130-099-60316	\$126.77
0064096	12/13/2017	Security One Alarm Systems	Wilo's Pump Station-Monitoring 01-130-099-60452	\$45.76
0064104	12/13/2017	Stantec Consulting Ltd.	Construction Period Services 01-130-360-71744	\$44,961.49
0064112	12/13/2017	Trillium Municipal Supply Inc	13-03 replacement sensor 01-130-099-60316	\$432.55
0064114	12/13/2017	Truax Lumber	Marking Stakes 01-130-122-60420	\$202.20
0064114	12/13/2017	Truax Lumber	Marking Stakes 01-130-122-60420	\$101.10
0064118	12/13/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$836.19

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064118	12/13/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$721.95
0064118	12/13/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$2,038.56
0064118	12/13/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$1,019.23
0064120	12/13/2017	Warkentin Plumbing	Heaters in PW Shop 01-130-099-60315	\$169.18
0064123	12/13/2017	Windsor-Essex County Health L	Larviciding 01-130-099-60399	\$713.70
0064137	12/20/2017	Wayne Bailey	Battery for Welding Mask 01-130-099-60335	\$8.13
0064147	12/20/2017	Carrier Truck Centers	Replace Snow Deflector 01-130-099-60316	\$376.17
0064147	12/20/2017	Carrier Truck Centers	New Plow Cutting Edge 01-130-099-60316	\$1,065.75
0064148	12/20/2017	Cervus Equipment	Fix Brakes on Sweeper 01-130-110-60422	\$705.65
0064153	12/20/2017	County Wide Tree Service	Tree Removal - Bayview 01-130-099-60426	\$586.07
0064153	12/20/2017	County Wide Tree Service	Tree Removal - Greenwood 01-130-099-60426	\$1,017.60
0064153	12/20/2017	County Wide Tree Service	Tree Removal - Gladstone 01-130-099-60426	\$1,841.85
0064157	12/20/2017	D & L Digging	Storm Drain Manhole - Delmer 01-130-141-60439	\$987.07
0064161	12/20/2017	Dependable Door and Dock Ser	Transmitters for Barn 01-130-099-60315	\$178.08
0064164	12/20/2017	D&T Auto	Lights for Plow Truck 01-130-099-60316	\$84.54
0064164	12/20/2017	D&T Auto	Lights for Plows 01-130-099-60316	\$17.19
0064164	12/20/2017	D&T Auto	Lights for Plows 01-130-099-60316	\$88.69
0064168	12/20/2017	Erie Sand & Gravel Limited	Stock 3/4 Clear 01-130-138-60432	\$89.82
0064170	12/20/2017	E.R.(Bill) Vollans Ltd.	Kioti - Winter Ready 01-130-122-60420	\$378.97
0064170	12/20/2017	E.R.(Bill) Vollans Ltd.	Kioti - Winter Ready 01-130-122-60420	\$402.96
0064170	12/20/2017	E.R.(Bill) Vollans Ltd.	Kioti - Winter Ready 01-130-122-60420	\$619.48
0064174	12/20/2017	Fastenal Canada	Hardware for Plows 01-130-099-60316	\$123.04
0064183	12/20/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$10,755.72
0064183	12/20/2017	K+S Windsor Salt Ltd.	Bulk Road Salt 01-130-122-60420	\$11,277.61
0064189	12/20/2017	Laser Art Inc.	Toques for Outside Staff 01-130-072-60216	\$160.27
0064192	12/20/2017	Leamington Int. Trucks	15-01 - Repair Driveshaft 01-130-099-60316	\$663.89
0064192	12/20/2017	Leamington Int. Trucks	13-03 Service 01-130-099-60316	\$156.50
0064200	12/20/2017	Shaun Martinho	Screen Protector for Phone 01-130-099-60317	\$13.22
0064207	12/20/2017	Mill-Am Corporation	45 of K Driveways 01-130-360-71724	\$843.92

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064213	12/20/2017	Myer's Truck & Trailer Repairs L	13-03 Krown Spray 01-130-099-60316	\$290.02
0064213	12/20/2017	Myer's Truck & Trailer Repairs L	12-03 Krown Spray 01-130-099-60316	\$290.02
0064213	12/20/2017	Myer's Truck & Trailer Repairs L	15-01 Krown Spray 01-130-099-60316	\$290.02
0064213	12/20/2017	Myer's Truck & Trailer Repairs L	12-01 Krown Spray 01-130-099-60316	\$290.02
0064231	12/20/2017	Rene Blain Trucking Ltd	Cold Patch 01-130-110-60418	\$1,774.28
0064237	12/20/2017	Sam's Service Facility	05-02 Rear Brakes 01-130-099-60316	\$2,345.30
0064237	12/20/2017	Sam's Service Facility	05-02 Fix Filter 01-130-099-60316	\$592.88
0064237	12/20/2017	Sam's Service Facility	08-01 Service & Inspect 01-130-099-60316	\$328.65
0064243	12/20/2017	Southwestern Sales Corp. Ltd.	Stock Gravel 01-130-138-60432	\$1,547.97
0064256	12/20/2017	Tire Tyme	Fix Air Leak on Tires 01-130-099-60316	\$20.35
0064256	12/20/2017	Tire Tyme	Fix Air Leaks 01-130-099-60316	\$183.17
0064256	12/20/2017	Tire Tyme	Fix Air Leaks 01-130-099-60316	\$211.62
0064261	12/20/2017	Union Gas Limited	2021 Division - Garage 01-130-099-60314	\$168.58
0064261	12/20/2017	Union Gas Limited	2021 Division Rd N - PW Garage 01-130-099-60314	\$278.53
0064265	12/20/2017	Waddick Fuels	Clear ULS 01-130-099-60340	\$4,385.93
0064265	12/20/2017	Waddick Fuels	Dyed ULS 01-130-099-60340	\$243.45
0064265	12/20/2017	Waddick Fuels	UNLD Gas 01-130-099-60340	\$821.75
0064287	12/22/2017	HYDRO ONE	PW Garage 01-130-099-60314	\$800.05

Total For Department 130 \$631,918.73

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0064172	12/20/2017	Essex-Windsor Solid Waste	Fixed Costs - November 01-131-400-60370	\$32,090.00
0064272	12/20/2017	Windsor Disposal Services Ltd.	Yardwaste - November 2017 01-131-400-60382	\$12,709.64
0064272	12/20/2017	Windsor Disposal Services Ltd.	Waste Collection-Arena/Spruce 01-131-400-60380	\$38.21
0064272	12/20/2017	Windsor Disposal Services Ltd.	Waste Collection - 54 Spruce 01-131-400-60380	\$246.77

Total For Department 131 \$45,084.62

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064008	12/13/2017	E.L.K. Energy Inc	Greenhill Cemetery 01-151-099-60314	\$18.91
0064024	12/13/2017	Heritage Roofing	Guard House Roof Replacement 01-151-360-71725	\$3,561.60
0064107	12/13/2017	Sun Parlour Grower Supply	Grass Seed for Restoration 01-151-099-60337	\$137.50
0064180	12/20/2017	Hutchins Monuments	Grave Opening 01-151-072-60121	\$508.80
0064180	12/20/2017	Hutchins Monuments	Grave Opening 01-151-072-60121	\$407.04
0064257	12/20/2017	Town of Kingsville (water)	Greenhill Cemetery 01-151-099-60314	\$85.25
0064261	12/20/2017	Union Gas Limited	Mill St Cemetery 01-151-099-60314	\$69.60
Total For Department 151				\$4,788.70

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0063973	12/7/2017	HYDRO ONE	Arena Complex 01-170-099-60314	\$16,794.59
0064015	X 12/13/2017	Ann Fisker	Duplicate Pymt - Cottam Hall 01-170-006-12063	\$75.00
0064019	12/13/2017	G&K Services Canada Inc	Arena - Mats 01-170-099-60315	\$41.00
0064035	12/13/2017	Kingsville Home Hardware	Batteries 01-170-099-60315	\$13.49
0064035	12/13/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$59.92
0064035	12/13/2017	Kingsville Home Hardware	Arena - Shop Supplies 01-170-099-60335	\$26.98
0064035	12/13/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60335	\$20.98
0064035	12/13/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$16.49
0064035	12/13/2017	Kingsville Home Hardware	Arena - Facility Mtce 01-170-099-60315	\$18.48
0064044	12/13/2017	Linde Canada Limited 15687	Arena - Rental Charges 01-170-099-60340	\$80.17
0064044	12/13/2017	Linde Canada Limited 15687	Arena - Rental Charges 01-170-099-60340	\$58.68
0064044	12/13/2017	Linde Canada Limited 15687	Propane 01-170-099-60340	\$152.47
0064045	12/13/2017	Loblaw Inc.	Canteen supplies 01-170-154-60446	\$100.70
0064046	* 12/13/2017	Tara Loop	P2P Forms 88 89 01-170-000-15000	\$972.00
0064046	* 12/13/2017	Tara Loop	P2P Form 92 01-170-000-15000	\$468.00
0064048	12/13/2017	Mark's Commercial	Boots - L Rocheleux 01-170-072-60216	\$79.64
0064048	12/13/2017	Mark's Commercial	Boots - A Johnson 01-170-072-60216	\$199.12
0064048	12/13/2017	Mark's Commercial	Boots - T Sundin 01-170-072-60216	\$107.99

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064048	12/13/2017	Mark's Commercial	Boots - T Sundin 01-170-072-60216	\$61.95
0064048	12/13/2017	Mark's Commercial	Boots - J Hickson 01-170-072-60216	\$119.48
0064048	12/13/2017	Mark's Commercial	Boots - J Hickson 01-170-072-60216	\$59.99
0064048	12/13/2017	Mark's Commercial	Boots - J Hickson 01-170-072-60216	\$89.99
0064048	12/13/2017	Mark's Commercial	Boots - J Hickson 01-170-072-60216	\$125.99
0064048	12/13/2017	Mark's Commercial	Boots - S Mathies 01-170-072-60216	\$59.99
0064048	12/13/2017	Mark's Commercial	Boots - S Mathies 01-170-072-60216	\$89.99
0064048	12/13/2017	Mark's Commercial	Boots - C Shura 01-170-072-60216	\$59.99
0064048	12/13/2017	Mark's Commercial	Boots - L Rocheleux 01-170-072-60216	\$59.99
0064048	12/13/2017	Mark's Commercial	Boots - H Keller 01-170-072-60216	\$62.99
0064048	12/13/2017	Mark's Commercial	Boots - A Dann 01-170-072-60216	\$59.99
0064048	12/13/2017	Mark's Commercial	Boots - A Dann 01-170-072-60216	\$199.12
0064051	12/13/2017	Merchant Paper Company	Arena - Janitorial Supplies 01-170-099-60335	\$318.12
0064051	12/13/2017	Merchant Paper Company	Arena - Shop Supplies 01-170-099-60335	\$127.22
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-170-099-60301	\$30.19
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-170-099-60317	\$91.59
0064062	12/13/2017	Nella Cutlery (Hamilton) Inc.	Ice Resurfacing Blade 01-170-099-60316	\$25.00
0064073	12/13/2017	Orkin Canada Corporation	Pest Control 01-170-099-60315	\$81.00
0064074	12/13/2017	Otis Canada, Inc.	Service 12/01/17 to 02/28/18 01-170-099-60315	\$1,137.24
0064078	12/13/2017	Petty Cash (Arena)	Storage Container 01-170-099-60315	\$3.01
0064078	12/13/2017	Petty Cash (Arena)	DHL Shipment 01-170-099-60315	\$19.95
0064078	12/13/2017	Petty Cash (Arena)	DHL Duty and Taxes 01-170-099-60315	\$18.30
0064078	12/13/2017	Petty Cash (Arena)	Bowl and Pot 01-170-099-60315	\$6.50
0064078	12/13/2017	Petty Cash (Arena)	Distilled Water 01-170-099-60315	\$4.00
0064078	12/13/2017	Petty Cash (Arena)	Picture Frames 01-170-099-60315	\$3.98
0064079	12/13/2017	Phasor Industrial	Generator 01-170-360-71727	\$74,995.00
0064090	12/13/2017	Rossell Hardwood Ltd	Wall Mounted Seating 01-170-360-71730	\$1,100.00
0064113	12/13/2017	Troy Life & Fire Safety Ltd.	Portable Extinguishers 01-170-099-60315	\$403.00
0064118	12/13/2017	Waddick Fuels	Arena - Dyed ULS 01-170-099-60340	\$207.65

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Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064120	12/13/2017	Warkentin Plumbing	Arena - Facility Mtce 01-170-099-60315	\$717.14
0064132	12/20/2017	Alift	Arena - Equipment Repair 01-170-099-60316	\$554.63
0064133	12/20/2017	Allstream Business Inc	Arena - Fax/Debit 01-170-099-60327	\$82.19
0064133	12/20/2017	Allstream Business Inc	Arena/Carnegie - Elevator 01-170-099-60327	\$41.00
0064133	12/20/2017	Allstream Business Inc	Boat Ramp 733-6020 01-170-099-60327	\$44.30
0064144	12/20/2017	BSM Technologies Ltd (formerly	Arena - Fleet Tracking 01-170-099-60327	\$47.50
0064145	12/20/2017	Calder Equipment	Spray Gun 01-170-099-60316	\$277.90
0064150	12/20/2017	Cogeco	1741 Jasperson 01-170-099-60327	\$102.44
0064156	12/20/2017	Culligan Water	Arena - Cooler Rental 01-170-099-60315	\$27.95
0064156	12/20/2017	Culligan Water	Arena - Cooler Rental 01-170-099-60315	\$27.95
0064170	12/20/2017	E.R.(Bill) Vollans Ltd.	Pins for Snow Plow 01-170-099-60316	\$14.80
0064195	12/20/2017	Limelight & Electric	Arena - Facility Mtce 01-170-099-60315	\$159.32
0064196	12/20/2017	Linde Canada Limited 15687	Arena - Propane 01-170-099-60340	\$120.88
0064196	12/20/2017	Linde Canada Limited 15687	Arena - Propane 01-170-099-60340	\$158.87
0064205	12/20/2017	Merchant Paper Company	Arena - Shop Supplies 01-170-099-60335	\$79.10
0064205	12/20/2017	Merchant Paper Company	Arena - Shop supplies 01-170-099-60335	\$225.36
0064211	12/20/2017	Municipality of Leamington (LKF	Ice Rental - Leamington 01-170-150-60606	\$1,670.00
0064214	12/20/2017	Nella Cutlery (Hamilton) Inc.	Blade Sharpening 01-170-099-60316	\$25.00
0064221	12/20/2017	Phasor Industrial	Arena - Facility Mtce 01-170-099-60315	\$173.00
0064232	12/20/2017	Resurface Corp	Arena - Equipment Repair 01-170-099-60316	\$174.00
0064234	12/20/2017	Royal Benefits Inc	Claims - November 01-170-072-60222	\$824.58
0064240	12/20/2017	Security One Alarm Systems	Alarm System - 1741 Jasperson 01-170-099-60315	\$234.97
0064259	12/20/2017	Tri-County Copiers Plus	Copies 01-170-099-60301	\$130.76
0064260	12/20/2017	TSC Stores L.P.	Winter Cothing - T Vourakes 01-170-072-60216	\$299.94
0064261	12/20/2017	Union Gas Limited	1741 Jasperson Lane 01-170-099-60314	\$2,250.75
0064266	12/20/2017	Warkentin Plumbing	Arena - Facility Mtce 01-170-099-60315	\$181.60
0064287	12/22/2017	HYDRO ONE	Arena Complex 01-170-099-60314	\$13,380.25

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department			170	\$120,933.09
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0063990	12/13/2017	Carrier Truck Centers	17-02 - Plow/Salter 01-171-360-71754	\$22,314.94
0063992	12/13/2017	Christine Childs	HS - Planters 01-171-150-60344	\$21.33
0063995	12/13/2017	Cogeco	37 Beech St 01-171-172-60327	\$54.95
0064008	12/13/2017	E.L.K. Energy Inc	Queen St - NE Corner 01-171-099-60314	\$17.70
0064008	12/13/2017	E.L.K. Energy Inc	Queen St - NW Corner 01-171-099-60314	\$18.59
0064008	12/13/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$34.34
0064008	12/13/2017	E.L.K. Energy Inc	28 Division St S 01-171-171-60314	\$228.13
0064008	12/13/2017	E.L.K. Energy Inc	315 Queen St - Meter Cab 01-171-099-60314	\$19.78
0064008	12/13/2017	E.L.K. Energy Inc	315 Queen St - Pavilion 01-171-155-60314	\$199.09
0064008	12/13/2017	E.L.K. Energy Inc	21 Mill St - Lions Hall 01-171-159-60314	\$286.75
0064008	12/13/2017	E.L.K. Energy Inc	37 Beech St (42 Main) 01-171-172-60314	\$173.53
0064008	12/13/2017	E.L.K. Energy Inc	124 Fox - Ridgeview Park 01-171-176-60314	\$176.13
0064008	12/13/2017	E.L.K. Energy Inc	122 Fox St 01-171-173-60314	\$248.06
0064008	12/13/2017	E.L.K. Energy Inc	169 Cty Rd 34W 01-171-099-60314	\$86.68
0064012	12/13/2017	Essex County Locksmiths	Unico - Main Door Repair 01-171-172-60315	\$76.32
0064014	12/13/2017	Fire Safety by Moose Inc	Fire Extinguishers 01-171-099-60315	\$72.86
0064035	12/13/2017	Kingsville Home Hardware	Masonry Drill Bit 01-171-099-60315	\$8.64
0064035	12/13/2017	Kingsville Home Hardware	P&R - Facility mtce 01-171-099-60315	\$10.16
0064035	12/13/2017	Kingsville Home Hardware	Library - Facility mtce 01-171-175-60315	\$38.58
0064035	12/13/2017	Kingsville Home Hardware	P&R - Facility mtce 01-171-099-60315	\$32.19
0064035	12/13/2017	Kingsville Home Hardware	P&R - Snow Fence 01-171-099-60337	\$640.66
0064035	12/13/2017	Kingsville Home Hardware	Pavilion - Facility Mtce 01-171-155-60315	\$46.45
0064035	12/13/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$40.40
0064035	12/13/2017	Kingsville Home Hardware	P&R - Shop Supplies 01-171-099-60335	\$44.57
0064035	12/13/2017	Kingsville Home Hardware	P&R - Facility Mtce 01-171-099-60315	\$7.62

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064035	12/13/2017	Kingsville Home Hardware	Library - Facility Mtce 01-171-174-60315	\$31.00
0064035	12/13/2017	Kingsville Home Hardware	Pavilion - Facility mtce 01-171-155-60315	\$16.76
0064036	12/13/2017	Kingsville District High School	Water Wheel 01-171-171-60315	\$250.00
0064057	12/13/2017	Modular Service Group Inc	Storage Container 01-171-099-60318	\$76.32
0064078	12/13/2017	Petty Cash (Arena)	Lightbulbs 01-171-099-60315	\$15.26
0064079	12/13/2017	Phasor Industrial	P&R - Facility Mtce 01-171-099-60315	\$279.59
0064088	12/13/2017	Reliance Home Comfort	24 Mill St - Lions Hall 01-171-159-60314	\$24.00
0064089	12/13/2017	R. Moir Cleaning Service	Cleaning - Unico 01-171-172-60315	\$400.00
0064094	12/13/2017	Sam's Service Facility	14-03 - Service 01-171-099-60316	\$306.54
0064098	12/13/2017	Shilson Excavation & Trucking I	Topsoil 01-171-099-60337	\$228.96
0064114	12/13/2017	Truax Lumber	P&R - Ladder 01-171-099-60315	\$256.71
0064117	12/13/2017	Vertechs Elevators Ontario Inc.	Elevator Maintenance 01-171-171-60315	\$330.72
0064120	12/13/2017	Warkentin Plumbing	P&R - Facility mtce 01-171-099-60315	\$305.28
0064128	12/13/2017	Work Equipment Ltd.	Parts for Trackless 01-171-099-60316	\$408.81
0064133	12/20/2017	Allstream Business Inc	Arena/Carnegie - Elevator 01-171-171-60327	\$47.98
0064133	12/20/2017	Allstream Business Inc	Lions Hall 01-171-159-60327	\$41.00
0064133	12/20/2017	Allstream Business Inc	Park Pavilion - 733-8952 01-171-155-60327	\$44.30
0064167	12/20/2017	EMCO	P&R - Facility Mtce 01-171-099-60315	\$61.06
0064173	12/20/2017	Essex County Locksmiths	Pavilion - Keys 01-171-155-60315	\$59.15
0064184	12/20/2017	Kelcom Telemessaging	Emerg Elevator Line 01-171-171-60327	\$27.42
0064186	12/20/2017	Kingsville Roofing	Roof Repairs 01-171-174-60315	\$364.81
0064191	12/20/2017	Leamington Equipment Rentals	P&R - Equipment Rental 01-171-099-60318	\$45.79
0064191	12/20/2017	Leamington Equipment Rentals	P&R - Equipment Rental 01-171-099-60318	\$128.22
0064217	12/20/2017	HYDRO ONE	1741 Jasperson Lane 01-171-177-60314	\$172.09
0064223	12/20/2017	Playpower Lt Canada Inc.	P&R - Grounds Mtce 01-171-099-60337	\$2,095.24
0064257	12/20/2017	Town of Kingsville (water)	Lakeside Park Pavilion 01-171-155-60314	\$809.51
0064257	12/20/2017	Town of Kingsville (water)	21 Mill St - Lions Hall 01-171-159-60314	\$136.62
0064257	12/20/2017	Town of Kingsville (water)	28 Division St S 01-171-171-60314	\$49.86
0064257	12/20/2017	Town of Kingsville (water)	Lakeside Park Washrooms 01-171-099-60314	\$136.62

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064257	12/20/2017	Town of Kingsville (water)	37 Beech St 01-171-172-60314	\$75.26
0064261	12/20/2017	Union Gas Limited	21 Mill St - Lions Hall 01-171-159-60314	\$396.98
0064261	12/20/2017	Union Gas Limited	28 Division St S 01-171-171-60314	\$53.73
0064261	12/20/2017	Union Gas Limited	124 Fox St 01-171-176-60314	\$144.17
0064261	12/20/2017	Union Gas Limited	122 Fox St 01-171-173-60314	\$505.81
0064261	12/20/2017	Union Gas Limited	37 Beech St 01-171-172-60314	\$177.99
0064263	12/20/2017	Verhaegen Stubberfield	Kings Landing 01-171-099-60337	\$1,649.02
0064266	12/20/2017	Warkentin Plumbing	Lions Hall - Facility Mtce 01-171-159-60315	\$372.05
0064266	12/20/2017	Warkentin Plumbing	Lions Hall - Facility Mtce 01-171-159-60315	\$378.84
0064287	12/22/2017	HYDRO ONE	ERCA Ticket Booth 01-171-099-60314	\$27.82

Total For Department 171 \$35,829.74

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0063991	12/13/2017	Chapman Signs	FOL - Signs 01-172-099-60315	\$45.79
0064004	12/13/2017	Design 21 LED Lighting System	LED Lights 01-172-099-60315	\$1,707.13
0064006	12/13/2017	Maggie Durocher	Children's Activities 01-172-099-60634	\$15.77
0064006	12/13/2017	Maggie Durocher	Plaque 01-172-099-60315	\$45.00
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility mtce 01-172-099-60315	\$72.16
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$0.46
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$14.19
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility mtce 01-172-099-60315	\$5.27
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$10.18
0064035	12/13/2017	Kingsville Home Hardware	Gingerbread House Keys 01-172-099-60315	\$4.46
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility mtce 01-172-099-60315	\$87.43
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$39.67
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$56.90
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility mtce 01-172-099-60315	\$48.82
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$32.29

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064035	12/13/2017	Kingsville Home Hardware	FOL - Facility Mtce 01-172-099-60315	\$15.73
0064045	12/13/2017	Loblaw Inc.	Tree Trimming 01-172-099-60634	\$88.28
0064045	12/13/2017	Loblaw Inc.	FOL - Food Expenses 01-172-099-60625	\$23.20
0064078	12/13/2017	Petty Cash (Arena)	Sip n' Shop 01-172-099-60631	\$28.00
0064114	12/13/2017	Truax Lumber	FOL - Facility mtce 01-172-099-60315	\$98.68
0064114	12/13/2017	Truax Lumber	FOL - Facility mtce 01-172-099-60315	\$408.45
0064114	12/13/2017	Truax Lumber	FOL - Facility mtce 01-172-099-60315	\$10.91
0064124	12/13/2017	KELLY WOLTERS	Sip 'n Shop 01-172-099-60631	\$22.78
0064138	12/20/2017	Pat Bain	Children's Activities 01-172-099-60634	\$10.68
0064194	12/20/2017	Karen Lessard	FOL - Children's Activities 01-172-099-60634	\$150.00
0064238	12/20/2017	Sarah Parks Horsemanship	Straw for Gingerbread House 01-172-099-60315	\$146.53

Total For Department 172 \$3,188.76

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0064035	12/13/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$28.74
0064035	12/13/2017	Kingsville Home Hardware	Marina - Facility Mtce 01-173-099-60315	\$35.04
0064071	12/13/2017	HYDRO ONE	Cedar Island Washrooms 01-173-099-60314	\$60.68
0064079	12/13/2017	Phasor Industrial	Marina - Facility Mtce 01-173-099-60315	\$173.00
0064155	12/20/2017	Creative Homescapes	Raised Planters 01-173-099-60315	\$8,500.00
0064274	12/20/2017	XPlornet Communications Inc	Marina - Equipment Rental 01-173-099-60327	\$49.99
0064287	12/22/2017	HYDRO ONE	Boat Ramp Booth 01-173-099-60314	\$16.80
0064287	12/22/2017	HYDRO ONE	Cedar Island Boat Slips 01-173-099-60314	\$50.14
0064287	12/22/2017	HYDRO ONE	Cedar Beach Marina - West Dock 01-173-099-60314	\$69.18

Total For Department 173 \$8,983.57

174

0064160	X	12/20/2017	Krystle DelBen	Refund - Submission Fee 01-174-066-41272	\$36.02
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**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
Total For Department 174				\$36.02
<u>175</u>	-			
0064078	12/13/2017	Petty Cash (Arena)	Chocolate and Bonfire Forks 01-175-099-60628	\$16.30
0064078	12/13/2017	Petty Cash (Arena)	Graham Crackers 01-175-099-60628	\$5.95
Total For Department 175				\$22.25
<u>176</u>	-			
0064078	12/13/2017	Petty Cash (Arena)	Frames for CIB Certificates 01-176-099-60654	\$12.20
Total For Department 176				\$12.20
<u>178</u>	-			
0064011	12/13/2017	Essex Region Conservation Aut	Permit for 103 Park St 01-178-360-71630	\$1,750.00
0064176	12/20/2017	Gagnon Demolition Inc	Kings Landing - Demolition 01-178-360-71630	\$67,304.31
0064177	12/20/2017	Glos Associates Inc	Kings Landing 01-178-360-71630	\$8,120.44
0064177	12/20/2017	Glos Associates Inc	Kings Landing - Meeting Nov 6 01-178-360-71630	\$712.32
Total For Department 178				\$77,887.07
<u>180</u>	-			
0063987	12/13/2017	Robert Brown (Employee)	OPPI Meeting - London 01-180-099-60400	\$126.44
0063987	12/13/2017	Robert Brown (Employee)	OPPI Meeting - London 01-180-099-60317	\$13.40
0063987	12/13/2017	Robert Brown (Employee)	Town Tour w/ OP Consultants 01-180-360-71742	\$26.26
0064058	12/13/2017	Monarch Office Supply	Office Supplies - November 01-180-099-60301	\$20.23
0064083	12/13/2017	Purolator Courier Service	OMB Submission 01-180-099-60305	\$23.29
0064102	12/13/2017	Southpoint Sun	Fencing By-Law/Public Meeting 01-180-099-60306	\$213.70
0064106	12/13/2017	Storey Samways Ltd	Mat Leave Coverage 01-180-072-60120	\$3,856.19
0064210	12/20/2017	Mousseau DeLuca McPherson	Fency By-Law 01-180-099-60326	\$1,017.60

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064248	12/20/2017	Storey Samways Ltd	Mat Leave Coverage 01-180-072-60120	\$2,972.41
Total For Department 180				\$8,269.52
181				
0063958	12/1/2017	Cindy's Home and Garden	BATCH #1 CINDY'S 01-181-170-60812	\$1,340.00
0063959	12/1/2017	Colour Wheel Home Center	BATCH #1 COLOUR WHEEL 01-181-170-60812	\$5,330.00
0063960	12/1/2017	Ernie's TV and Appliances	Batch #1 Ernies 01-181-170-60812	\$16,190.00
0063961	12/1/2017	Movati Athletic	Batch #1 Movati 01-181-170-60812	\$2,480.00
0063962	12/1/2017	St. Clair Estate Wines	BATCH #1 ST CLAIR 01-181-170-60812	\$260.00
0063963	12/1/2017	Ernie's TV and Appliances	BATCH #2 ERNIES 01-181-170-60812	\$1,380.00
0063964	12/1/2017	Kingsville I.D.A. Pharmacy	BATCH #2 IDA 01-181-170-60812	\$2,230.00
0063965	12/1/2017	Pelee Island Winery	BATCH #2 PELEE WINERY 01-181-170-60812	\$150.00
0063966	12/1/2017	Sam's Shell	BATCH #2 SAMS SHELL 01-181-170-60812	\$1,190.00
0063967	12/1/2017	St. Clair Estate Wines	BATCH #2 ST CLAIR 01-181-170-60812	\$540.00
0063968	12/7/2017	Cindy's Home and Garden	BIA Dollars 01-181-170-60812	\$730.00
0063969	12/7/2017	Erie Shores Rehab	BIA Dollars 01-181-170-60812	\$280.00
0063970	12/7/2017	Ernie's TV and Appliances	BIA Dollars 01-181-170-60812	\$250.00
0063972	12/7/2017	My Cousin's Closet	BIA Dollars 01-181-170-60812	\$400.00
0063975	12/7/2017	The Strand on Main	BIA Dollars 01-181-170-60812	\$720.00
0063976	12/7/2017	Towne Emporium	BIA Dollars 01-181-170-60812	\$530.00
0063993	12/13/2017	Cindy's Home and Garden	BIA Dollars 01-181-170-60812	\$620.00
0063993	12/13/2017	Cindy's Home and Garden	Chains for Hanging Baskets 01-181-170-60840	\$43.96
0063993	12/13/2017	Cindy's Home and Garden	Christmas Arrangements 01-181-170-60839	\$3,866.88
0064010	12/13/2017	Ernie's TV and Appliances	BIA Dollars 01-181-170-60812	\$1,900.00
0064019	12/13/2017	G&K Services Canada Inc	BIA - Mats 01-181-099-60341	\$50.41
0064038	12/13/2017	Kingsville Golf and Country	BIA Dollars 01-181-170-60812	\$5,030.00
0064039	12/13/2017	Kingsville I.D.A. Pharmacy	BIA Dollars 01-181-170-60812	\$1,960.00
0064050	12/13/2017	Carolyn McGillivray	Copy Paper 01-181-099-60301	\$99.64

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064052	12/13/2017	Merli's Coffeehouse & Eatery	BIA Dollars 01-181-170-60812	\$540.00
0064067	12/13/2017	Old Dutch Guys Chocolate	BIA Dollars 01-181-170-60812	\$280.00
0064077	12/13/2017	Peanut Centre & Nursery	2017 Tree Planting & Lakeview 01-181-170-60839	\$712.32
0064093	12/13/2017	Sam's Shell	BIA Dollars 01-181-170-60812	\$540.00
0064095	12/13/2017	Sanctuary Gifts	BIA Dollars 01-181-170-60812	\$40.00
0064111	12/13/2017	The Grove Hotel	BIA Dollars 01-181-170-60812	\$560.00
0064122	12/13/2017	The Windsor Star	Discover K'ville Holiday Guide 01-181-099-60306	\$775.41
0064129	12/20/2017	A & A Flooring	BIA Dollars 01-181-170-60812	\$2,000.00
0064139	12/20/2017	Bell Canada	BIA Static IP 01-181-099-60327	\$34.82
0064139	12/20/2017	Bell Canada	BIA - Phone 01-181-099-60327	\$103.05
0064149	12/20/2017	The Chop Shop Market	BIA Dollars 01-181-170-60812	\$460.00
0064163	12/20/2017	Dr. N. Whitfield	BIA Dollars 01-181-170-60812	\$640.00
0064163	12/20/2017	Dr. N. Whitfield	BIA Dollars 01-181-170-60812	\$300.00
0064182	12/20/2017	Jack's Gastropub & Inn 31	BIA Dollars 01-181-170-60812	\$930.00
0064187	12/20/2017	Kingsville Golf and Country	BIA Dollars 01-181-170-60812	\$140.00
0064197	12/20/2017	Main West	BIA Dollars 01-181-170-60812	\$4,000.00
0064198	12/20/2017	The Main Grill and Ale House	BIA Dollars 01-181-170-60812	\$1,340.00
0064199	12/20/2017	Mary Kathryn's Ladies Shop	BIA Dollars 01-181-170-60812	\$450.00
0064206	12/20/2017	Mettawas Station	BIA Dollars 01-181-170-60812	\$1,310.00
0064212	12/20/2017	My Cousin's Closet	BIA Dollars 01-181-170-60812	\$470.00
0064220	12/20/2017	Pelee Island Winery	BIA Dollars 01-181-170-60812	\$1,240.00
0064222	12/20/2017	Pinstripes Ladies Fashion	BIA Dollars 01-181-170-60812	\$350.00
0064236	12/20/2017	Sam's Shell	BIA Dollars 01-181-170-60812	\$580.00
0064247	12/20/2017	St. Clair Estate Wines	BIA Dollars 01-181-170-60812	\$130.00
0064249	12/20/2017	The Strand on Main	BIA Dollars 01-181-170-60812	\$320.00
0064258	12/20/2017	Towne Emporium	BIA Dollars 01-181-170-60812	\$730.00
0064264	12/20/2017	Vernon's Tap & Grill	BIA Dollars 01-181-170-60812	\$880.00
0064266	12/20/2017	Warkentin Plumbing	BIA Dollars 01-181-170-60812	\$350.00
0064275	12/22/2017	Chiaroscuro	BATCH 6 01-181-170-60812	\$100.00

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064276	12/22/2017	The Chop Shop Market	BATCH 6 01-181-170-60812	\$260.00
0064277	12/22/2017	Cindy's Home and Garden	BATCH 6 01-181-170-60812	\$330.00
0064278	12/22/2017	Colour Wheel Home Center	BATCH 6 01-181-170-60812	\$800.00
0064278	12/22/2017	Colour Wheel Home Center	BATCH 6 01-181-170-60812	\$1,210.00
0064279	12/22/2017	Flower Fashions	BATCH 6 01-181-170-60812	\$90.00
0064280	12/22/2017	Kingsville Golf & Curling Club	BATCH 6 01-181-170-60812	\$370.00
0064280	12/22/2017	Kingsville Golf & Curling Club	BATCH 6 01-181-170-60812	\$100.00
0064281	12/22/2017	Kingsville I.D.A. Pharmacy	BATCH 6 01-181-170-60812	\$2,920.00
0064281	12/22/2017	Kingsville I.D.A. Pharmacy	BATCH 6 01-181-170-60812	\$500.00
0064283	12/22/2017	JIM MALOTT	BATCH 6 01-181-170-60812	\$190.00
0064284	12/22/2017	My Cousin's Closet	BATCH 6 01-181-170-60812	\$600.00
0064285	12/22/2017	Old Dutch Guys Chocolate	BATCH 6 01-181-170-60812	\$240.00
0064286	12/22/2017	Olivito Dentistry Prof. Corp.	BATCH 6 01-181-170-60812	\$3,390.00
0064288	12/22/2017	O'Sarracino Trattoria & Wine Bz	BATCH 6 01-181-170-60812	\$990.00
0064289	12/22/2017	Pinstripes Ladies Fashion	Batch 6 01-181-170-60812	\$80.00
0064290	12/22/2017	Sam's Shell	BATCH 6 01-181-170-60812	\$710.00
0064291	12/22/2017	Simpson Orthotics	BATCH 6 01-181-170-60812	\$450.00
0064292	12/22/2017	The Strand on Main	BATCH 6 01-181-170-60812	\$560.00
0064293	12/22/2017	Tangles Hair and Spa	BATCH 6 01-181-170-60812	\$420.00
0064294	12/22/2017	The Grove Hotel	BATCH 6 01-181-170-60812	\$230.00
0064296	12/22/2017	The Painted Bee	BIA Dollars 01-181-170-60812	\$40.00

Total For Department 181 \$82,356.49

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0064023	12/13/2017	Hall Telecommunications Suppl	Textnet Monthly Billing 01-184-099-63300	\$172.99
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Total For Department 184 \$172.99

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Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064029	12/13/2017	Dave Hunt	EDC Expenses 01-185-099-63113	\$95.88
0064097	12/13/2017	Jennifer Setterington	Regional Tourism Meeting 01-185-099-63103	\$40.95
0064103	12/13/2017	Speedprint Inc.	Books/Poster/Banner 01-185-099-63113	\$1,018.14
0064139	12/20/2017	Bell Canada	BIA Toll Free 01-185-099-60327	\$12.45
0064250	12/20/2017	Marian Stranak	EcDev Conf Expenses 01-185-099-63113	\$46.28
0064268	12/20/2017	The Windsor Star	Discover Kingsville Ad 01-185-099-63104	\$517.96
Total For Department 185				\$1,731.66
<u>186</u>	-			
0063986	12/13/2017	Veronica Brown	KMHAC Research Assistant 01-186-099-63200	\$400.00
0063986	12/13/2017	Veronica Brown	Website Hosting/Office Supply 01-186-099-63203	\$162.44
0063986	12/13/2017	Veronica Brown	Website Hosting/Office Supply 01-186-099-60301	\$72.00
0064100	12/13/2017	Sims Publications Incorporated	CD Archives - July - Sept 2017 01-186-099-60301	\$10.18
0064143	12/20/2017	Veronica Brown	Research Assistant - Dec/17 01-186-099-63200	\$400.00
0064143	12/20/2017	Veronica Brown	Microfilm to Media Files 01-186-099-60301	\$166.54
Total For Department 186				\$1,211.16
<u>201</u>	-			
0063977	12/13/2017	AGO Industries Inc.	Env Clothing Q4 02-201-072-60216	\$597.68
0063978 *	12/13/2017	Albuna Plant Farm	Refund Overpayment91210085.000 02-201-006-12067	\$603.76
0063997	12/13/2017	Corix Water Products LP	Water Meters 02-201-099-63015	\$5,372.92
0064003	12/13/2017	Dependable Door and Dock Ser	Preventative Mtce on Doors 02-201-099-60315	\$368.80
0064005	12/13/2017	DiMenna Excavating	Water Service Cty Rd 34 02-201-099-63025	\$2,907.79
0064005	12/13/2017	DiMenna Excavating	Watermain Break Queen St 02-201-099-63030	\$3,945.74
0064011	12/13/2017	Essex Region Conservation Aut	Risk Mgmt Services - December 02-201-360-71651	\$9,998.90
0064035	12/13/2017	Kingsville Home Hardware	Hose Clamp 02-201-099-60335	\$13.21
0064064 *	12/13/2017	Estate of Anita Nicholson	Refund on Final 02-201-006-12067	\$35.15
0064094	12/13/2017	Sam's Service Facility	5804-06 - Service 02-201-099-60316	\$343.44

Town of Kingsville Council Summary Report

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064101	12/13/2017	Southwestern Sales Corp. Ltd.	Water Service 02-201-099-63025	\$296.81
0064101	12/13/2017	Southwestern Sales Corp. Ltd.	Curb Stop on Centre Ave 02-201-180-60403	\$225.21
0064107	12/13/2017	Sun Parlour Grower Supply	Grass Seed for Restoration 02-201-099-60335	\$139.92
0064114	12/13/2017	Truax Lumber	Env - Keys for Shop 02-201-099-60315	\$18.25
0064115	12/13/2017	TSC Stores L.P.	Rubber boots -Scratch/Dagenais 02-201-072-60216	\$203.50
0064125	12/13/2017	Wolseley Canada Inc	Watermain Break - Division Rd 02-201-099-63030	\$2,887.73
0064146	12/20/2017	Canada Post Corporation	Water Bills 02-201-099-60303	\$39.22
0064146	12/20/2017	Canada Post Corporation	Water/Tax Bills 02-201-099-60303	\$2,338.08
0064146	12/20/2017	Canada Post Corporation	Water Arrears 02-201-099-60303	\$288.71
0064152	12/20/2017	Corix Water Products LP	Water Meter Equipment 02-201-099-63017	\$1,740.09
0064189	12/20/2017	Laser Art Inc.	Toques for Outside Staff 02-201-072-60216	\$53.42
0064209	12/20/2017	Moore Canada Corporation	Water Bills 02-201-099-60301	\$497.52
0064209	12/20/2017	Moore Canada Corporation	Water Bills - Second Shipment 02-201-099-60301	\$497.52
0064215 *	12/20/2017	Archie Nockolds	Refund on Final 02-201-006-12067	\$367.39
0064218	12/20/2017	Ontario One Call	November Notifications 02-201-099-63020	\$265.85
0064224	12/20/2017	Preview Inspections and Consul	Backflow Prevention - November 02-201-180-60405	\$3,541.25
0064225	12/20/2017	Pro Bid Contractors Ltd.	Watermain Break - CR 34 02-201-099-63030	\$4,149.01
0064234	12/20/2017	Royal Benefits Inc	Claims - November 02-201-072-60222	\$252.79
0064237	12/20/2017	Sam's Service Facility	02-04 Service 02-201-099-60316	\$227.30
0064260	12/20/2017	TSC Stores L.P.	Stock Chlorine 02-201-099-60335	\$32.54
0064282 *	12/22/2017	Paolo Leferman	Refund Overpayment 02-201-006-12067	\$97.77

Total For Department 201 \$42,347.27

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0063973	12/7/2017	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$14,473.35
0064008	12/13/2017	E.L.K. Energy Inc	98 McCallum Dr 02-242-099-60314	\$83.43
0064008	12/13/2017	E.L.K. Energy Inc	Bernath Pump Station 02-242-099-60314	\$82.10
0064008	12/13/2017	E.L.K. Energy Inc	67 Heritage Sewage 2 02-242-099-60314	\$2,148.75

**Town of Kingsville
 Council Summary Report**

Cheque Number	Cheque Date	Vendor Name	Description	Cheque Amount
0064008	12/13/2017	E.L.K. Energy Inc	250 Queen St 02-242-099-60314	\$307.46
0064069	12/13/2017	Ontario Clean Water Agency	Operations and Maintenance 02-242-320-64360	\$76,049.44
0064069	12/13/2017	Ontario Clean Water Agency	Change Order-Fixed Fee-Capital 02-242-320-64360	\$50,000.00
0064069	12/13/2017	Ontario Clean Water Agency	Utility Expenses 02-242-099-60314	\$3,191.62
0064217	12/20/2017	HYDRO ONE	1460 Road 2 E 02-242-099-60314	\$577.90
0064217	12/20/2017	HYDRO ONE	18 Hwy Lane Sewage Lagoon 02-242-099-60314	\$32.66
0064287	12/22/2017	HYDRO ONE	Forcemain Over Bridge 02-242-099-60314	\$27.56
0064287	12/22/2017	HYDRO ONE	1902 Heritage Rd Pump 02-242-099-60314	\$58.36
0064287	12/22/2017	HYDRO ONE	1053 Cedar Dr 02-242-099-60314	\$105.46
0064287	12/22/2017	HYDRO ONE	Pump Station Cedar Island 02-242-099-60314	\$219.71
0064287	12/22/2017	HYDRO ONE	1562 Heritage Rd Pump 4 02-242-099-60314	\$78.12
0064287	12/22/2017	HYDRO ONE	Normandy Pump Station 02-242-099-60314	\$67.64
0064287	12/22/2017	HYDRO ONE	690 Heritage Rd 02-242-099-60314	\$12,794.87

Total For Department 242 \$160,298.43

243

0064008	12/13/2017	E.L.K. Energy Inc	168 Cty Rd 27 N 02-243-099-60314	\$298.59
0064008	12/13/2017	E.L.K. Energy Inc	Rear 17 Lyle 02-243-099-60314	\$76.23
0064008	12/13/2017	E.L.K. Energy Inc	16 Whitewood (Behind) 02-243-328-64365	\$15.53
0064008	12/13/2017	E.L.K. Energy Inc	168 Cty Rd 27 N - Lagoon 02-243-099-60314	\$84.09
0064021	12/13/2017	Gosfield North Communications	Pump Houe Alarm 02-243-099-60327	\$48.15
0064069	12/13/2017	Ontario Clean Water Agency	Operations and Maintenance 02-243-320-64360	\$5,859.76

Total For Department 243 \$6,382.35

* Note GST Rebate details are omitted, but are included in the totals **\$1,515,098.63**



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: December 29, 2017
To: Mayor and Council
Author: Sandra Zwiers, Director of Financial Services
RE: 2017 DC Background Study Additional Information
Report No.: FS-2018-01

AIM

To provide council with the additional information requested as part of the public meeting held on December 11, 2017, a meeting to discuss the approval of a new Development Charges Background Study and Bylaw.

BACKGROUND

At the public meeting, council requested additional information as a result of both council questions and comments from the public. Direction to administration included gathering the following information:

- Impact of greenhouse charges
- Impact of 5 year phase In
- Discussion of pre-payment agreements
- Impact of urban wide vs. area specific water and wastewater charges

DISCUSSION

Impact of Greenhouse Charges

New to the background study is the inclusion of the greenhouse sector. Kingsville has witnessed significant growth from agri-business. While this sector contributes to both our assessment base and local economy, the impact of greenhouse operations also impacts our infrastructure and service delivery costs. The proposed DC Study assesses charges to the greenhouse sector in an attempt to recognize the cost the sector has on providing specific services related to:

- Highways
- Policing

- Administration
- Water

The chart in **Appendix A** illustrates the anticipated collections from the greenhouse sector based on the proposed rates and forecasted growth. (This chart assumes no phase in of charges and is for discussion purposes only.)

Administration recognizes the proposed cost to the greenhouse sector is significant. Having said that, the cost of constructing roadways to accommodate increasing amounts of truck and greenhouse equipment traffic for instance, is equally significant. The inclusion of the greenhouse sector at this time in Kingsville's growth is meant to allow council the option to consider adding this class to the development charge. Prior background studies have not given council this opportunity.

Kingsville has historically not charged the greenhouse sector for growth related costs. These costs have been funded by the tax and utility rates which are paid by existing ratepayers. Should this funding methodology be continued, the chart identifies the impact of lost collections to the DC pool and the resulting impact on the tax and utility rates. In essence, if the greenhouse sector is removed from the DC, the cost of growth relating to this sector will continue to be paid for by the existing tax and utility base.

Impact of 5 Year Phase In

In February 2013, when the last DC Background Study was approved, council chose to implement the DC increases over a 5 year period. The increase in proposed rates from the expiring DC Bylaw was divided equally among the 5 year term and fees increased annually on March 1st.

Appendix B to this report illustrates the smoothing effect a 5 year phase in option would have on the proposed DC rates. If a phased in approach is adopted, administration recommends the increase anniversary date be adjusted from March 1st (currently) to January 1st to coincide with the annual process of updating all other fee master files and to match the corporation's fiscal year end date.

Discussion of Pre-Payment Plans

In March 2013, council approved the staff report of the Director of Financial Services which outlined the eligibility criteria for developers to enter into development charge pre-payment agreements. **Appendix C** to this report is the updated version of that pre-payment agreement intended for use in early 2018. The intent of the agreement is to afford the development community the opportunity to pre-pay development charges at the expiring rate for lots that are already in active production. As was the case in 2013, the lots eligible for pre-payment must be already approved as part of a plan of subdivision, be serviced within 12 months of entering into the agreement and must have permits issued prior to the expiry of the term of the agreement. Administration is recommending an increase in the administrative processing fee from \$500 to \$750 based on the now known cost of administrative time in reconciling these agreements for the duration of their term.

Impact of Town Wide vs. Area Specific Water and Wastewater Charges

As discussed at the December 11, 2017 public meeting, the rationale for recommending a unified urban service charge across the entire town was based on the fact that since amalgamation there has been a concerted effort to treat all taxpayers in the new Town of

Kingsville in an equitable manner. Prior to amalgamation tax rates in Kingsville and Gosfield North were higher than those in Gosfield South. In 1999, the rates of all three former municipalities were combined to arrive at a unified tax rate for all residents.

Similarly, in 2005 council approved the unifying of the wholesale water rate charged by the Union Water Supply System for all residents of Kingsville. The former Gosfield North service area was charged more than the customers in the rest of the municipality. Post-unification, all water customers in the town were charged the same rate for water service.

In addition to the equity argument, the unification of the water and wastewater development charge will also assist in the town's desire for strategic growth management. Currently it costs more to develop in the northern part of the municipality than in the south. While development charges are admittedly not the only factor in development decisions, it is not surprising that growth is occurring more rapidly in the southern area of the municipality. By unifying the development charge for all urban areas within the town, the perceived penalty of having to pay a premium to develop in the north will be eliminated.

The recently adopted Community Improvement Plan for the Cottam area also supports the theory of development charge unification. By unifying the urban charge, the development charge in the north is reduced and provides a further incentive for strategic growth.

The final rationale for unifying the urban charges is one of basic economics and the concept of supply and demand. By treating water and wastewater as urban town wide services, the individual systems can benefit from economies of scale. It has historically been difficult to support growth in the northern area of the town because relatively few permits are issued to this area. Conversely, the southern area of town experiences consistent growth and a high volume of permits. By combining the two areas, the water and wastewater infrastructure as a whole can benefit from a combined larger pool of resources. This will allow the municipality greater flexibility in managing growth and undertaking water and wastewater projects that are currently impeding growth.

Attached to this report in **Appendix D** is the Addendum Report prepared by Watson & Associates which addresses the issue of unifying the urban rates. If area specific rates are continued, the residential urban area in Cottam will pay 105% more than the proposed unified rate. The Ruthven, Kingsville, Lakeshore West areas will pay 5.6% less than the proposed unified rate. A similar pattern is found in the non-residential class if area specific rates are continued.

Final Matters – Policy Recommendations and DC Bylaw Rules

Attached to this report is the excerpt of Chapter 7 from the Background Study Report dated November 8, 2017. These matters must be considered by council individually and collectively as part of the draft bylaw.

LINK TO STRATEGIC PLAN

Manage residential growth through sustainable planning.
Manage growth through sustainable planning.

FINANCIAL CONSIDERATIONS

The establishment and collection of development charges ensures growth related costs and services are paid for by the contributors to growth and not the existing tax base. Many factors are considered by the development community when choosing where to locate and build. The cost of development is a significant factor to consider and being mindful of the competitive arena the town must operate in is important.

It is also important to remember however that once development occurs, it's often the ongoing costs of living/operating in a municipality that impact development decisions. The approval of development charges will help to alleviate the subsequent burden growth will have on the tax and utility rates. These are rates that taxpayers will pay in perpetuity.

CONSULTATIONS

Daryl Abbs, Watson & Associates Economists Ltd.

Gary Scandlan, Watson & Associates Economists Ltd.

RECOMMENDATION

That council receives the Addendum to the Town of Kingsville Development Charge Background Study dated December 28, 2017;

That council considers and approves the recommendations made in Chapter 7 of the Town of Kingsville Development Charge Background Study dated November 8, 2017;

That council receives the balance of this report for information and consideration in approving Bylaw 1-2018 being a bylaw to establish development charges in the Town of Kingsville for the period from February 1, 2018 – January 31, 2023.

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA
Director of Financial Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

APPENDIX A **Town of Kingsville** **Impact of Greenhouse Charges**

Greenhouse Anticipated D.C. Revenue by Service

Service	Calculated D.C. (per sq.ft.)	Anticipated Greenhouse Growth (sq.ft.)		Anticipated Revenue**	
		5 Year Growth	10 Year Growth	5 Year	10 Year
Services Related to a Highway	0.54	2,959,900	5,919,800	1,598,346	3,196,692
Police Services	0.02	2,959,900	5,919,800	59,198	118,396
Administration	0.01	2,959,900	5,919,800	29,599	59,198
Water Services*	0.50	2,959,900	5,919,800	1,479,950	2,959,900
Total	1.07			3,167,093	6,334,186

**Analysis based on Water Services charged based on single urban rate, calculated including greenhouse growth*

***Uninflated*

APPENDIX B
Town of Kingsville
Schedule of Development Charges
5 Year Phase In Option

	Expiring February 28, 2018	Effective March 1, 2018	Effective Jan 1, 2019*	Effective Jan 1, 2020*	Effective Jan 1, 2021*	Effective Jan 1, 2022*	Phase In Details
TOWN WIDE							
Residential							
Single and Semi-Detached Dwelling	\$ 8,246	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	\$ 7,411	No Phase In Required
Apartments - 2 Bedrooms +	\$ 4,844	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	\$ 3,569	No Phase In Required
Apartments - Bachelor and 1 Bedroom	\$ 3,752	\$ 3,880	\$ 4,008	\$ 4,136	\$ 4,264	\$ 4,391	Phase in \$128 increase per year
Other Multiples	\$ 6,018	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	\$ 5,116	No Phase In Required
Bunk Houses (per capita)	\$ -	\$ 499	\$ 998	\$ 1,497	\$ 1,996	\$ 2,495	Phase in \$499 increase per year
Non Residential							
Per sq ft of Gross Floor Area	\$ 0.37	\$ 0.42	\$ 0.47	\$ 0.52	\$ 0.57	\$ 0.59	Phase in \$0.05 increase per year
Greenhouses Per sq ft	\$ -	\$ 0.11	\$ 0.22	\$ 0.33	\$ 0.44	\$ 0.57	Phase in \$0.11 increase per year
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545	Phase in \$1,109 increase per year
URBAN							
Residential							
Single and Semi-Detached Dwelling	\$8,943 / \$10,214	\$ 10,310	\$ 11,041	\$ 11,772	\$ 12,503	\$ 13,234	Phase in based on avg of expiring (\$9,579)
Apartments - 2 Bedrooms +	\$5,253 / \$6,000	\$ 5,776	\$ 5,925	\$ 6,074	\$ 6,223	\$ 6,373	Phase in based on avg of expiring (\$5,627)
Apartments - Bachelor and 1 Bedroom	\$4,069 / \$4,647.50	\$ 5,055	\$ 5,752	\$ 6,449	\$ 7,146	\$ 7,841	Phase in based on avg of expiring (\$4,358)
Other Multiples	\$6,526 / \$7,454	\$ 7,419	\$ 7,848	\$ 8,277	\$ 8,706	\$ 9,136	Phase in based on avg of expiring (\$6,990)
Bunk Houses (per capita)	\$ -	\$ 891	\$ 1,782	\$ 2,673	\$ 3,564	\$ 4,456	Phase in \$891 increase per year
Non Residential							
Per sq ft of Gross Floor Area	\$0.71 / \$1.47	\$ 1.34	\$ 1.59	\$ 1.84	\$ 2.09	\$ 2.33	Phase in based on avg of expiring (\$1.09)
Greenhouses Per sq ft	\$ -	\$ 0.22	\$ 0.44	\$ 0.66	\$ 0.88	\$ 1.07	Phase in \$0.22 increase per year
Wind Turbine (per unit)	\$ -	\$ 1,109	\$ 2,218	\$ 3,327	\$ 4,436	\$ 5,545	Phase in \$1,109 increase per year

* Subject to annual indexation in accordance with the bylaw

APPENDIX C

DEVELOPMENT CHARGES PRE-PAYMENT AGREEMENT (Pursuant to Section 27 of the *Development Charges Act*, 1997)

This Agreement made the ____ day of _____, _____

BETWEEN:

X

(hereinafter referred to as the "Owner")

-and-

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter referred to as the "Town")

WHEREAS the Town has enacted By-Law 1-2018, (the "By-law") under the *Development Charges Act*, 1997, S.O 1997, c. 27 (the "Act") with an effective date of March 1, 2018, which will have the effect of increasing development charge rates imposed on development from those which are currently charged;

AND WHEREAS the Act authorizes the Town to enter into an agreement with a person who is required to pay the development charge providing for part or all of the development charge to be paid before it would otherwise be payable and that such an Agreement may specify that the development charge is payable in an amount that would be determined under the by-law on such date as may be specified in the Agreement;

AND WHEREAS the Council of the Town has delegated its authority to enter into such agreements to the Director of Financial Services (the "DFS") of the Town and the DFS has determined to utilize the eligibility criteria set out in Schedule "A" for the purpose of exercising her/his discretion to enter into such Agreements prior to March 1, 2018;

AND WHEREAS the Owner has made written representations to the Town as to how the eligibility criteria are met (the "Representations");

AND WHEREAS the Owner is required to pay a development charge in respect of the development identified in Schedule "B" to this Agreement which in the absence of this Agreement would be payable at the time that a building permit is issued;

AND WHEREAS the Town and the Owner agree that the development charge shall be paid forthwith, prior to a building permit being issued and in an amount determined under the By-Law as of the date of this Agreement;

NOW THEREFORE this Agreement witnesses that in consideration of the payment of, by the Owner, to the Town of good and valuable consideration in the amount of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and the Owner agree as follows:

1. The parties represent and warrant each to the other that the recitals to this Agreement are true and correct. The Owner represents and warrants to the Town that the Representations are true and correct and that the DFS has relied upon them in entering into this Agreement.
2. The Owner shall forthwith make payment to the Town of the development charges calculated in accordance with By-Law 1-2018 as amended including

applicable indexation of the rate established under the By-Law, in the amount calculated as set out in Schedule "C" of this Agreement using the total floor area identified within the site plan agreement and/or exact number of identifiable building lots and/or units and/or total floor area identified in the development/subdivision agreement as approved by Council and identified in Schedule "B" to this Agreement.

3. The Owner acknowledges and agrees that the amount of the development charges paid under this Agreement will be paid by the Town into one or more reserve funds required to be maintained under the Act, which amount may only be paid out of the reserve or reserve fund or funds for purposes permitted by the Act and will be non-refundable even in the event that the proposed development does not proceed or proceeds with a lesser total floor area and /or exact number of identifiable building lots and/or number of units than the total floor area and/or exact number of identifiable building lots and/or number of units referred to in this Agreement.
4. Provided that a building permit is issued with respect to the proposed development for which development charges are payable under this Agreement, on or before **December 31, 2020**, and subject to verification by the Town of the Representations, no further or additional development charge shall be payable with respect to any part of the total floor area and/or exact number of identifiable building lots and/or number of units in the proposed development which is identified in this Agreement for which the building permit is issued on or before **December 31, 2020**.
5. In the event that at any time the Representations are, in the sole opinion of the DFS, found to be untrue or incorrect, the development charges which but for this Agreement would have been payable, shall become payable by the Owner forthwith at the then prevailing rate under the By-Law or any successor development charge by-law at the time a building permit is issued. In such case, a credit will be given to the person then paying additional development charges to account (without interest) for development charges paid under this Agreement.
6. Despite section 3, in the event of an increase in the total floor area and/or the exact number of buildable lots and/or the number of units of the proposed development beyond the amounts provided for in this Agreement or in the event of a change of use of the proposed development to a use which attracts a higher rate of development charges, or in the event of the issuance of a building permit after December 31, 2020 respecting some or all of the total floor area for which payment of development charges is made under this Agreement, development charges at the then prevailing rate under the By-Law or any successor development charge by-law will be payable at the time a building permit is issued. In such case, a credit will be given to the person then paying additional development charges to account (without interest) for development charges paid under this Agreement.
7. The Owner shall pay the Town forthwith a non-refundable administrative processing fee of seven hundred and fifty dollars (\$750.00) in addition to the development charges payable under this Agreement. The processing fee will not be considered to be a development charge and will not be credited against any obligation of the Towner to pay development charges.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized signing officers and delivered as of the date first written above.

We/ I have the authority to bind the Corporation

Name:
Title:
Date:

Name:
Title:
Date:

THE CORPORATION OF THE TOWN OF KINGSVILLE

Name:
Title: Director (or Acting Director) of Financial Services
Date:

SCHEDULE “A”

Eligibility Criteria (all must be met)

- a) Applies to complete site plan applications that were approved by Council of the Town on or before December 31, 2017 but have not been issued a building permit;
- b) Applies to development applications that have been approved by Council of the Town but have been significantly delayed by reason of unusual delays in the public land use planning process not attributable to the applicant;
- c) Applies to development applications that are very close to building permit issuance stage, and are in a position to obtain final building permit by February 28, 2018;
- d) Applies to specific areas of applications referred to in a) and b) that the Town deems to be significant to warrant infrastructure installations/growth;
- e) Requires installation of infrastructure/servicing, if not already existing, within 12 months of receipt of payment of development charges.

SCHEDULE “B”

Identification of Development

Name:

Location:

Site Plan File Number:

Type of Use:

Total Floor Area:

Exact Number of Buildable Lots:

Exact Number of Units:

SCHEDULE “C”

Calculations of Development Charge

Total Floor Area:

Exact Number of Buildable Lots:

Exact Number of Units:

Addendum to:

**Town of Kingsville
Development Charge
Background Study**

December 28, 2017



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 **Planning for growth**

List of Acronyms and Abbreviations

D.C.	Development Charge
D.C.A.	Development Charges Act
E.A.	Environmental Assessment
F.I.R.	Financial Information Return
G.F.A.	Gross floor area
P.P.U.	Persons per unit
P.S.	Pumping Station
S.D.E.	Single detached equivalent
S.D.U.	Single detached unit
sq.ft.	Square foot

Addendum Report to November 8, 2017 Development Charges Background Study

1. Background

Commensurate with the provisions of the Development Charges Act, 1997, as amended (D.C.A.), the Region has undertaken a Development Charges (D.C.) Background Study and released the study in accordance with the D.C.A. The following provides a summary of the key dates in the development charge by-law process:

November 8, 2017 – Release of the D.C. Background Study Update and draft by-law

December 11, 2017 – D.C. Public Meeting

January 8, 2018 – Scheduled Passage of Development Charges By-law

The purpose of this addendum report is to provide for changes to the November 8, 2017 D.C. Background Study based on requests from Council at the December 11, 2017 Public Meeting. The November 8, 2017 D.C. Background Study provides the water and wastewater calculations on a combined urban-wide basis. The refinements are in relation to providing the water and wastewater calculations on an area-specific basis as an option for Council to consider at the January 8, 2017 by-law passage. These refinements are provided as an option, therefore no changes to the proposed by-law are required.

2. Discussion

This section of the addendum report provides an explanation for the above-noted refinements for this potential option. It is noted that this option will impact the calculated development charges and therefore the corresponding tables are provided.

2.1 Water and Wastewater Calculation Based on Two Urban Areas

Based on Council discussions at the Public Meeting, Council requested the water and wastewater D.C. calculations to be provided on an area-specific basis for the Cottam and Ruthven, Kingsville, and Lakeshore West areas. The following tables provide a comparison of the current rates (2017\$) with the calculated rates on a combined urban basis and on an area-specific basis. These are provided for the single detached charge and the non-residential (per sq.ft.) charge.

Residential (Single Detached per unit) Comparison

Service	Current Rates 2017\$ as per By-law 12- 2013, as amended**	Calculated (Combined Urban Area)	Calculated (Area-specific)
Urban Area Services - Ruthven, Kingsville, and Lakeshore West			
Wastewater Services	661	2,051	1,585
Water Services	-	3,580	3,730
Urban Area Services - Cottam Area			
Wastewater Services	1,950	2,051	11,574
Water Services	-	3,580	-
Total Ruthven, Kingsville, and Lakeshore West Areas	661	5,631	5,315
Total Cottam Area	1,950	5,631	11,574

**Cottam Area charges are currently discounted at 50% of the calculated rates

Note: Current rates were not indexed, however, they were phased-in over 5 years.

Non-Residential (per sq.ft.) Comparison

Service	Current Rates 2017\$ as per By-law 12- 2013, as amended**	Calculated (Combined Urban Area)	Calculated (Area-specific)
Urban Area Services - Ruthven, Kingsville, and Lakeshore West			
Wastewater Services	0.32	1.13	0.86
Water Services	-	0.50	0.52
Urban Area Services - Cottam Area			
Wastewater Services	1.09	1.13	5.11
Water Services	-	0.50	-
Total Ruthven, Kingsville, and Lakeshore West Areas	0.32	1.63	1.38
Total Cottam Area	1.09	1.63	5.11

**Cottam Area charges are currently discounted at 50% of the calculated rates

Note: Current rates were not indexed, however, they were phased-in over 5 years.

The details for this option for Council has been provided in Appendix H to the Background Study (included herein).

2.2 Changes to the Background Report

Based upon the above, the following revisions are made to the pages within the background study (new pages are appended to this report):

- Table of Contents – updated to include Appendix H.
- Page (iii) – updated to include reference to Appendix H.
- Page 1-2 – updated Figure 1-1 to include the addendum report in the Schedule of Key D.C. Process Dates.
- Page 7-7 – updated wording to include reference to Appendix H.
- Appendix H – Added Appendix H.

Amended Pages

8.3.2 Notice of Passage	8-3
8.3.3 By-law Pamphlet	8-3
8.3.4 Appeals	8-4
8.3.5 Complaints	8-4
8.3.6 Credits.....	8-4
8.3.7 Front-Ending Agreements	8-5
8.3.8 Severance and Subdivision Agreement Conditions	8-5
Appendix A – Background Information on Residential and Non-residential Growth Forecast	A-1
Appendix B – Level of Service	B-1
Appendix C – Long Term Capital and Operating Cost Examination.....	C-1
Appendix D – D.C. Reserve Fund Policy.....	D-1
Appendix E – Local Service Policy	E-1
Appendix F – Asset Management Plan	F-1
Appendix G – Proposed D.C. By-law	G-1
Appendix H – Water and Wastewater Alternative Calculation Option	H-1

6. The Town's residential D.C. currently in effect is \$8,246 for single detached dwelling units for Town-wide services. The non-residential charge is \$0.37 per sq.ft. for Town-wide services. The Town also imposes urban charges for stormwater and wastewater services (in addition to the Town-wide D.C.s). The Ruthven, Kingsville and Lakeshore West areas' D.C.s are \$697 for single detached units and \$0.34 per sq.ft. for non-residential development. The Cottam area's D.C.s are \$1,968 for single detached units and \$1.10 per sq.ft. for non-residential development. Note, the Cottam area D.C.s have been discounted 50% from the calculated rates.
7. This report has undertaken a recalculation of the charge based on future identified needs (presented in Table ES-1 for residential and non-residential). Charges have been provided on a Town-wide basis for all services except water, wastewater and stormwater. The urban charges have been combined into one rate for all urban development. Additionally, water D.C.s have now been incorporated into the charges. In the past, water services have been included in the draft reports, however, the charges were removed at time of adoption. The corresponding single detached unit charges are \$7,411 for Town-wide services and \$5,823 for urban services. The non-residential charge is \$0.59 per sq.ft. of building area for Town-wide services and \$1.74 per sq.ft. of building area for urban services. These rates are submitted to Council for its consideration.
8. New categories have been added to the schedule of charges (provided in ES-1) for Council's consideration. Bunk houses have been included as a residential category and are proposed to be charged on a per capita basis, with a maximum charge based on 10 persons. Wind turbines and greenhouses have been added as non-residential categories. Wind turbines are proposed to be calculated on a per unit basis and are calculated equivalent to the single detached unit rates for services related to a highway, fire, police, administration, and non-administration space. Greenhouses have been included on a per sq.ft. basis for the services noted above for wind turbines, as well as water services.
9. Based on feedback from Council at the December 11, 2017 Public Meeting, staff were directed to provide the water and wastewater calculations on one urban-wide basis (as provided throughout the November 8, 2017 Background Study) as well as based on two separate urban areas. This analysis is provided in Appendix H.

In accordance with the legislation, the background study and proposed D.C. by-law will be available for public review on November 8, 2017.

The process to be followed in finalizing the report and recommendations includes:

- Consideration of responses received prior to, at, or immediately following the Public Meeting; and
- Finalization of the report and Council consideration of the by-law subsequent to the public meeting.

Figure 1-1 outlines the proposed schedule to be followed with respect to the D.C. by-law adoption process.

Figure 1-1
Schedule of Key D.C. Process Dates for the Town of Kingsville

1. Data collection, staff review, engineering work, D.C. calculations and policy work	Summer 2017 to Fall 2017
2. Background study and proposed by-law available to public	November 8, 2017
3. Public meeting advertisement placed in newspaper(s)	No later than November 20, 2017
4. Public meeting of Council	December 11, 2017
5. Addendum Report	December 28, 2017
6. Council considers adoption of background study and passage of by-law	January 8, 2018
7. Notice given of by-law passage in newspaper(s)	By 20 days after passage
8. Last day for by-law appeal	40 days after passage
9. Town makes pamphlet available (where by-law not appealed)	By 60 days after in force date

1.3 Changes to the D.C.A.: Bill 73

With the amendment of the D.C.A. (as a result of Bill 73 and O.Reg. 428/15), there are a number of areas that must be addressed to ensure that the Town is in compliance with the D.C.A., as amended. The following provides an explanation of the changes to the Act that affect the Town's background study and how they have been dealt with to ensure compliance with the amended legislation.

1. All Town services, with the exception of water, wastewater and stormwater, require that the average ten-year service standard be calculated. This average service standard multiplied by growth in the Town, establishes an upper ceiling on the amount of funds which can be collected from all developing landowners. Section 4(4) of O. Reg. 82/98 provides that "...if a development charge by-law applies to a part of the municipality, the level of service and average level of service cannot exceed that which would be determined if the by-law applied to the whole municipality." Put in layman terms, the average service standard multiplied by the growth within the specific area, would establish an area specific ceiling which would significantly reduce the total revenue recoverable for the Town hence potentially resulting in D.C. revenue shortfalls and impacts on property taxes.
2. Extending on item 1, attempting to impose an area charge potentially causes equity issues in transitioning from a Town-wide approach to an area specific approach. For example, if all services were now built (and funded) within area A (which is 75% built out) and this was funded with some revenues from areas B and C, moving to an area rating approach would see Area A contribute no funds to the costs of services in Areas B & C. The D.C.s would be lower in Area A (as all services are now funded) and higher in B and C. As well, funding shortfalls may then potentially encourage the municipality to provide less services to B and C due to reduced revenue.
3. Many services which are provided (roads, parks, recreation facilities, library) are not restricted to one specific area and are often used by all residents. For example, arenas located in different parts of the Town will be used by residents from all areas depending on the programming of the facility (i.e. a public skate is available each night, but at a different arena; hence usage of any one facility at any given time is based on programming availability).

For the reasons noted above, it is recommended that Council continue the D.C. approach to calculate the Town-wide charges on a uniform Town-wide basis and calculate the water, wastewater, and stormwater services on an urban area basis. Based on discussions at the Public Meeting, an option to provide water and wastewater services on an area-specific basis is included in Appendix H.

Appendix H – Water and Wastewater Alternative Calculation Option

Appendix H – Water and Wastewater Alternative Calculation Option

H.1 Introduction

The water and wastewater calculations have been provided throughout the report based on one urban area, which combines the Cottam area as well as the Ruthven, Kingsville, and Lakeshore West area. Based on discussions at the Public Meeting, Council requested the water and wastewater calculations be presented on an area-specific basis, based on separating the calculations into each of the two areas noted above. The following provides for the analysis, as requested, as well as a comparison of the calculated charges under each scenario.

H.2 Separated Capital Needs

Wastewater Services

Section 5.4.2 of the background study provides the list of capital works required to service the urban areas. These projects can be allocated to each specific urban area as follows:

Ruthven, Kingsville, and Lakeshore West

- Phase II Capacity Expansion Lakeshore West PCP,
- Kingsville PCP Lagoons Quality Upgrade,
- Wastewater Master Plan,
- Ruthven PS Upgrade,
- LSE Trunk Sewer and Pumping Station, and
- Lakeside Park Sanitary Sewer Twinning.

Cottam

- Cottam Sewage Lagoon – Phase 2 (Aeration Pond & Pond 3).

Based on the growth identified in each area, the residential/non-residential split (based on the ratio of population to employment growth) for the Ruthven, Kingsville, and Lakeshore West area is 79%/21% and the residential/non-residential split for Cottam is 88%/12%.

The following provides for the revised infrastructure costs to be covered in the D.C. calculation for wastewater:

[illegible]

INFRASTRUCTURE COSTS COVERED IN THE DC CALCULATION

Town of Kingsville

Service: Wastewater Services - Cottam

Prj.No	Increased Service Needs Attributable to Anticipated Development	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share 88%	Non-Residential Share 12%
	2017-Urban Buildout										
1	Cottam Sewage Lagoon - Phase 2 (Aeration Pond & Pond 3)	2019-2020	3,223,000	1,128,100		2,094,900	-		2,094,900	1,843,512	251,388
	Reserve Fund Deficit		70,558	-		70,558	-		70,558	62,091	8,467
	Total		3,293,558	1,128,100	-	2,165,458	-	-	2,165,458	1,905,603	259,855

Water Services

Section 5.4.3 of the background study provides the list of capital works required to service the urban areas. These projects are all required for the Ruthven, Kingsville, and Lakeshore West area.

Based on the growth identified in the Ruthven, Kingsville, and Lakeshore West area (including greenhouse growth), the residential/non-residential split (based on the ratio of population to employment growth) is 74%/26%.

The following provides for the revised infrastructure costs to be covered in the D.C. calculation for water:

INFRASTRUCTURE COSTS COVERED IN THE DC CALCULATION

Town of Kingsville

Service: Water Services - Ruthven, Kingsville, and Lakeshore West

Prj.No	Increased Service Needs Attributable to Anticipated Development	Timing (year)	Gross Capital Cost Estimate (2017\$)	Post Period Benefit	Other Deductions	Net Capital Cost	Less:		Potential DC Recoverable Cost		
							Benefit to Existing Development	Grants, Subsidies and Other Contributions Attributable to New Development	Total	Residential Share	Non-Residential Share
	2017-Urban Buildout									74%	26%
1	SW Service Area Upgrade	2019-2024	-	-		-	-		-	-	-
2	Stage 1 - two 400mm watermain	2019	5,200,000	-		5,200,000	1,300,000		3,900,000	2,886,000	1,014,000
3	Stage 2 - 400mm watermain	2019	1,500,000	-		1,500,000	375,000		1,125,000	832,500	292,500
4	Stage 3 - 300mm watermain	2020	1,700,000	-		1,700,000	425,000		1,275,000	943,500	331,500
5	Stage 4 - 1050mm trunk watermain twinning	2021	4,100,000	-		4,100,000	1,025,000		3,075,000	2,275,500	799,500
6	Stage 5 - 600mm trunk watermain twinning	2023	3,850,000	-		3,850,000	962,500		2,887,500	2,136,750	750,750
7	Stage 6 - 600mm trunk watermain twinning	2024	3,450,000	-		3,450,000	862,500		2,587,500	1,914,750	672,750
	Total		19,800,000	-	-	19,800,000	4,950,000	-	14,850,000	10,989,000	3,861,000

H.3 Area-specific D.C. Calculation

As discussed in Chapter 6 of the background study, the D.C. is calculated for residential and non-residential development. Table 6-2 of the November 8, 2017 background study provides for the wastewater calculations on a combined urban-wide basis. Table H-1 and H-2 provide the wastewater calculations for the Ruthven, Kingsville, and Lakeshore West and Cottam areas, respectively on an area-specific basis. Table 6-3 of the November 8, 2017 background study provides the water calculations on a combined urban-wide basis (including greenhouse growth). Table H-3 provides the water calculations based on the area-specific works identified for the Ruthven, Kingsville, and Lakeshore West area.

As noted in Chapter 6 of the background study, the calculation for residential development is generated on a per capita basis and is based upon four forms of housing types (single and semi-detached, apartments – 2 bedrooms+, apartments – bachelor and 1 bedroom, and all other multiples). The non-residential D.C. has been calculated on a per sq.ft. of gross floor area basis for all types of non-residential development (industrial, commercial and institutional).

The D.C.-eligible costs for water and wastewater were developed in section H.2, based on their proposed capital programs.

For the residential calculations, the total cost is divided by the “gross” (new resident) population to determine the per capita amount. The eligible D.C. cost calculations set out in section H.2 are based on the net anticipated population increase (the forecast new unit population less the anticipated decline in existing units). The cost per capita is then multiplied by the average occupancy of the new units (Appendix A, Schedule 5) to calculate the charges in Tables H-1, H-2, and H-3.

With respect to non-residential development, the total costs in the uniform charge allocated to non-residential development (based on need for service) have been divided by the anticipated development over the planning period to calculate a cost per sq.ft. of gross floor area.

Table H-1
Town of Kingsville
Development Charge Calculation
Wastewater Services – Ruthven, Kingsville, and Lakeshore West
2017 to Urban Buildout

SERVICE	2017 \$ D.C.-Eligible Cost		2017 \$ D.C.-Eligible Cost	
	Residential	Non-Residential	S.D.U.	per sq.ft.
2. <u>Wastewater Services</u>	\$	\$	\$	\$
2.1 Treatment plants & sewers	4,670,670	1,241,571	1,585	0.86
	4,670,670	1,241,571	1,585	0.86
TOTAL	\$4,670,670	\$1,241,571	\$1,585	0.86
D.C.-ELIGIBLE CAPITAL COST	\$4,670,670	\$1,241,571		
Buildout Gross Population/G.F.A. Growth (sq.ft.)	8,751	1,446,816		
Cost Per Capita/Non-Residential G.F.A. (sq.ft.)	\$533.73	\$0.86		
<u>By Residential Unit Type</u>	<u>P.P.U.</u>			
Single and Semi-Detached Dwelling	2.97	\$1,585		
Apartments - 2 Bedrooms +	1.43	\$763		
Apartments - Bachelor and 1 Bedroom	1.76	\$939		
Other Multiples	2.05	\$1,094		

Table H-2
Town of Kingsville
Development Charge Calculation
Wastewater Services – Cottam
2017 to Urban Buildout

SERVICE	2017 \$ D.C.-Eligible Cost		2017 \$ D.C.-Eligible Cost	
	Residential	Non-Residential	S.D.U.	per sq.ft.
2. <u>Wastewater Services</u>	\$	\$	\$	\$
2.1 Treatment plants & sewers	1,905,603	259,855	11,574	5.11
	1,905,603	259,855	11,574	5.11
TOTAL	\$1,905,603	\$259,855	\$11,574	5.11
D.C.-ELIGIBLE CAPITAL COST	\$1,905,603	\$259,855		
Buildout Gross Population/G.F.A. Growth (sq.ft.)	489	50,884		
Cost Per Capita/Non-Residential G.F.A. (sq.ft.)	\$3,896.94	\$5.11		
<u>By Residential Unit Type</u>	<u>P.P.U.</u>			
Single and Semi-Detached Dwelling	2.97	\$11,574		
Apartments - 2 Bedrooms +	1.43	\$5,573		
Apartments - Bachelor and 1 Bedroom	1.76	\$6,859		
Other Multiples	2.05	\$7,989		

Table H-3
Town of Kingsville
Development Charge Calculation
Wastewater Services – Ruthven, Kingsville, and Lakeshore West
2017 to Urban Buildout

SERVICE	2017 \$ D.C.-Eligible Cost		2017 \$ D.C.-Eligible Cost	
	Residential	Non-Residential	S.D.U.	per sq.ft.
3. <u>Water Services</u>	\$	\$	\$	\$
3.1 Watermains	10,989,000	3,861,000	3,730	0.52
	10,989,000	3,861,000	3,730	0.52
TOTAL	\$10,989,000	\$3,861,000	\$3,730	0.52
D.C.-ELIGIBLE CAPITAL COST	\$10,989,000	\$3,861,000		
Buildout Gross Population/G.F.A. Growth (sq.ft.)	8,751	7,366,616		
Cost Per Capita/Non-Residential G.F.A. (sq.ft.)	\$1,255.74	\$0.52		
<u>By Residential Unit Type</u>	<u>P.P.U.</u>			
Single and Semi-Detached Dwelling	2.97	\$3,730		
Apartments - 2 Bedrooms +	1.43	\$1,796		
Apartments - Bachelor and 1 Bedroom	1.76	\$2,210		
Other Multiples	2.05	\$2,574		

H.4 Comparison of Calculated Rates

The following tables provide for a comparison of the current rates (2017\$) with the calculated rates on a combined urban basis and on an area-specific basis. These are provided for the single detached charge and the non-residential (per sq.ft.) charge.

Residential (Single Detached per unit) Comparison

Service	Current Rates 2017\$ as per By-law 12- 2013, as amended**	Calculated (Combined Urban Area)	Calculated (Area-specific)
Urban Area Services - Ruthven, Kingsville, and Lakeshore West			
Wastewater Services	661	2,051	1,585
Water Services	-	3,580	3,730
Urban Area Services - Cottam Area			
Wastewater Services	1,950	2,051	11,574
Water Services	-	3,580	-
Total Ruthven, Kingsville, and Lakeshore West Areas	661	5,631	5,315
Total Cottam Area	1,950	5,631	11,574

**Cottam Area charges are currently discounted at 50% of the calculated rates

Note: Current rates were not indexed, however, they were phased-in over 5 years.

Non-Residential (per sq.ft.) Comparison

Service	Current Rates 2017\$ as per By-law 12- 2013, as amended**	Calculated (Combined Urban Area)	Calculated (Area-specific)
Urban Area Services - Ruthven, Kingsville, and Lakeshore West			
Wastewater Services	0.32	1.13	0.86
Water Services	-	0.50	0.52
Urban Area Services - Cottam Area			
Wastewater Services	1.09	1.13	5.11
Water Services	-	0.50	-
Total Ruthven, Kingsville, and Lakeshore West Areas	0.32	1.63	1.38
Total Cottam Area	1.09	1.63	5.11

**Cottam Area charges are currently discounted at 50% of the calculated rates

Note: Current rates were not indexed, however, they were phased-in over 5 years.

7. D.C. Policy Recommendations and D.C. By-law Rules

7.1 Introduction

s.s.5(1)9 states that rules must be developed:

“...to determine if a development charge is payable in any particular case and to determine the amount of the charge, subject to the limitations set out in subsection 6.”

Paragraph 10 of the section goes on to state that the rules may provide for exemptions, phasing in and/or indexing of D.C.s.

s.s.5(6) establishes the following restrictions on the rules:

- the total of all D.C.s that would be imposed on anticipated development must not exceed the capital costs determined under 5(1) 2-8 for all services involved;
- if the rules expressly identify a type of development, they must not provide for it to pay D.C.s that exceed the capital costs that arise from the increase in the need for service for that type of development; however, this requirement does not relate to any particular development; and
- if the rules provide for a type of development to have a lower D.C. than is allowed, the rules for determining D.C.s may not provide for any resulting shortfall to be made up via other development.

With respect to “the rules,” Section 6 states that a D.C. by-law must expressly address the matters referred to above re s.s.5(1) para. 9 and 10, as well as how the rules apply to the redevelopment of land.

The rules provided are based on the Town’s existing policies; however, there are items under consideration at this time and these may be refined prior to adoption of the by-law.

7.2 D.C. By-law Structure

It is recommended that:

- the Town uses a uniform Town-wide D.C. calculation for all Town-wide services;
- water, wastewater, and stormwater services, be imposed on the urban service areas of the Town; and
- one Municipal D.C. by-law be used for all services.

7.3 D.C. By-law Rules

The following subsections set out the recommended rules governing the calculation, payment and collection of D.C.s in accordance with Section 6 of the D.C.A.

It is recommended that the following sections provide the basis for the D.C.s:

7.3.1 *Payment in any Particular Case*

In accordance with the D.C.A., s.2(2), a D.C. be calculated, payable and collected where the development requires one or more of the following:

- a) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the Planning Act;
- b) the approval of a minor variance under Section 45 of the Planning Act;
- c) a conveyance of land to which a by-law passed under section 50(7) of the Planning Act applies;
- d) the approval of a plan of subdivision under Section 51 of the Planning Act;
- e) a consent under Section 53 of the Planning Act;
- f) the approval of a description under section 50 of the Condominium Act; or
- g) the issuing of a building permit under the Building Code Act in relation to a building or structure.

7.3.2 *Determination of the Amount of the Charge*

The following conventions be adopted:

- 1) Costs allocated to residential uses will be assigned to different types of residential units based on the average occupancy for each housing type constructed during the previous decade. Costs allocated to non-residential uses will be assigned based on the amount of sq.ft. of gross floor area constructed for eligible uses (i.e. industrial, commercial and institutional).

- 2) Costs allocated to residential and non-residential uses are based upon a number of conventions, as may be suited to each municipal circumstance, e.g.
- for Administration studies and Non-administration facilities, the costs have been based on a population vs. employment growth ratio (74%/26%) for residential and non-residential, respectively) over the ten-year forecast period;
 - for Indoor & Outdoor Recreation and Library services, a 5% non-residential attribution has been made to recognize use by the non-residential sector;
 - for Services Related to a Highway, Police, and Fire Services, a 73% residential/27% non-residential attribution has been made based on a population vs. employment growth ratio over the 20-year forecast period;
 - for Wastewater and Stormwater services, a 79% residential/21% non-residential allocation has been made based on population to employment growth within the Town over the urban buildout forecast period; and
 - for Water services a 75% residential/25% non-residential allocation has been made based on population vs. employment growth over the buildout urban forecast period, adjusted to include greenhouse space and employees.
- 3) D.C.s for bunk houses shall be charged on a per capita basis, with a maximum charge per building based on 10 persons.

7.3.3 Application to Redevelopment of Land

As a result of the redevelopment of land, a building or structure existing on the same land within 5 years prior to the date of payment of D.C.s in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the D.C.s otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

- (a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable D.C. by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and
- (b) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable D.C.s by the gross

floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the D.C.s otherwise payable with respect to the redevelopment.

7.3.4 Exemptions (full or partial)

a) Statutory exemptions

- industrial building additions of up to and including 50% of the existing gross floor area (defined in O.Reg. 82/98, s.1) of the building; for industrial building additions which exceed 50% of the existing gross floor area, only the portion of the addition in excess of 50% is subject to D.C.s (s.4(3)) of the D.C.A.;
- buildings or structures owned by and used for the purposes of any municipality, local board or Board of Education (s.3);
- residential development that results only in the enlargement of an existing dwelling unit, or that results only in the creation of up to two additional dwelling units (based on prescribed limits set out in s.2 of O.Reg. 82/98).

b) Non-statutory exemptions

- a place of worship; and
- a bona fide farm building.

7.3.5 Phasing in

No provisions for phasing in the D.C. are provided in the D.C. by-law.

7.3.6 Timing of Collection

A D.C. that is applicable under Section 5 of the D.C.A. shall be calculated and payable;

- where a permit is required under the Building Code Act in relation to a building or structure, the owner shall pay the D.C. at the issuance of the first building permit, prior to the commencement of development or redevelopment as the case may be; and
- Despite above, Council, from time to time, and at any time, may enter into agreements providing for all or any part of a D.C. to be paid before or after it would otherwise be payable.

7.3.7 Indexing

Indexing of the D.C.s shall be implemented on a mandatory basis annually commencing on January 1st, 2019 and each year thereafter, in accordance with the Statistics Canada Quarterly, Non-Residential Building Construction Price Index (CANSIM Table 327-0043)¹ for the most recent year-over-year period.

7.3.8 The Applicable Areas

The charges developed herein provide for varying charges within the Town, as follows:

- All Town-wide Services – the full residential and non-residential charge will be imposed on all lands within the Town (except for greenhouse and wind turbine development);
- Wind Turbines – services related to a highway, fire protection, police, administration studies, and non-administration facilities will be applied per wind turbines based on the single-detached unit rate;
- Greenhouses – services related to a highway, fire protection, police, administration studies, and water services will be applied per sq.ft. of greenhouse space based on the non-residential rate;
- Water, Wastewater, and Stormwater – the full residential and non-residential charge will be imposed on the urban service areas of the Town (except for greenhouse developments).

7.4 Other D.C. By-law Provisions

It is recommended that:

7.4.1 Categories of Services for Reserve Fund and Credit Purposes

The Town's D.C. collections are currently reserved in 13 separate reserve funds: Services Related to a Highway, Other Transportation Services, Police Services, Fire Protection Services, Municipal Parking Services, Outdoor Recreation Services, Indoor Recreation Services, Library Services, Administration, Non-administrative Space, Stormwater Services, and Wastewater Services (Ruthven, Kingsville, and Lakeshore West areas and Cottam area). It is recommended that the Town combine the

¹ O.Reg 82/98 referenced "The Statistics Canada Quarterly, Construction Price Statistics, catalogue number 62-007" as the index source. As of the end of December, 2013 this catalogue has been discontinued and replaced by this web based table.

wastewater reserve funds, combine the services related to a highway and other transportation reserve funds, combine indoor and outdoor recreation, and establish a reserve fund for water services. Appendix D outlines the reserve fund policies that the Town is required to follow as per the D.C.A.

7.4.2 By-law In-force Date

A by-law under the D.C.A. comes into force on the day after which the by-law is passed by Council.

7.4.3 Minimum Interest Rate Paid on Refunds and Charged for Inter-Reserve Fund Borrowing

The minimum interest rate is the Bank of Canada rate on the day on which the by-law comes into force (as per s.11 of O.Reg. 82/98).

7.4.4 Area Rating

As noted earlier, Bill 73 has introduced two new sections where Council must consider the use of area specific charges:

1. Section 2(9) of the Act now requires a municipality to implement area specific D.C.s for either specific services which are prescribed and/or for specific municipalities which are to be regulated. (note that at this time, no municipalities or services are prescribed by the Regulations)
2. Section 10(2)c.1 of the D.C.A. requires that "the development charges background study shall include consideration of the use of more than one development charge by-law to reflect different needs for services in different areas"

In regard to the first item, there are no services or specific municipalities identified in the regulations which must be area rated. The second item requires Council to consider the use of area rating.

Presently, the Town's by-law provides for area rating for wastewater and stormwater services. All other Town services are recovered based on a uniform, Town-wide basis. It is recommended that water, wastewater, and stormwater services are provided based on an urban area basis. There are several reasons why the Town-wide services have not been imposed on an area-specific basis including:

7.5 Other Recommendations

It is recommended that Council:

"Whenever appropriate, request that grants, subsidies and other contributions be clearly designated by the donor as being to the benefit of existing development or new development, as applicable;"

"Adopt the assumptions contained herein as an 'anticipation' with respect to capital grants, subsidies and other contributions;"

"Continue the D.C. approach to calculate the charges on a Town-wide basis for all services and on a uniform urban-area basis for water, wastewater, and stormwater services";

"Approve the capital project listing set out in Chapter 5 of the D.C.s Background Study dated November 8, 2017, subject to further annual review during the capital budget process;"

"Approve the D.C.s Background Study dated November 8, 2017, as amended (if applicable);"

"Determine that no further public meeting is required;" and

"Approve the D.C. By-law as set out in Appendix G."



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: December 20, 2017

To: Mayor and Council

Author: Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

RE: Application for Site Plan Approval – SPA/19/17
14 Cameron Side Road
Part of Lot 275, Concession STR, Part 3, RP 12R 21550

Report No.: PDS 2018-003

AIM

To provide the Mayor and Council with information regarding a proposed site plan approval on lands known as 14 Cameron Side Road, in the Town of Kingsville.

BACKGROUND

The subject property is a 1.6 ha (4 ac.) industrial lot with an existing 3,020.5 sq. m (32,512 sq. ft.) industrial building used for the manufacturing of roof trusses. The property has been used for industrial purpose for quite some time. There is no existing site plan approval in place on the property. The owner is proposing a 540 sq. m (5,820 sq. ft.) addition to the southeast corner of the existing building therefore it has been requested that an application for site plan approval be submitted. (See Appendix A)

DISCUSSION

1.0 Provincial Policy Statement

There are no issues of Provincial significance raised by this application.

2.0 Official Plan

The Official Plan for the Town of Kingsville designates the subject property 'Agricultural'. The proposed development is consistent with Section 8.7.1 which outlines criteria for the recognition of existing land uses and buildings. Specifically the use of the property developed many years ago prior to the Official Plan for a use that would not be consistent with the current designation. However, the Plan recognizes the use as legal conforming through the zoning. Therefore, the proposed industrial expansion is consistent with and conforms to the Official Plan.

3.0 Comprehensive Zoning By-law – Town of Kingsville

The subject property is zoned 'General Industrial (M1)'. The attached plan has been reviewed and the proposed addition is in full compliance with the applicable setback provisions of the Town of Kingsville Zoning By-law 1-2014.

4.0 Site Plan

The proposed site plan is for the addition of 540 sq. m (5,820 sq. ft.) of industrial space at the southeast corner the existing building. The site is actively used by the business and the additional space will provide added indoor working area. The general actives on the site are located approximately 30.5 m (100 ft.) from the proposed addition to the nearest dwelling to the north. This setback will remain unchanged as a result of the addition. Setback to the dwellings to the east is a minimum of 82.3 m (270 ft.) and partially screened by landscaping or other active on those lots. The resulting addition should have minimal impact on the existing dwellings.

Storm water management for the existing buildings on the site is already part of an existing system. The applicant has been asked to provide storm water management specific to the addition only which is incorporated as part of the site plan agreement.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

There will be an increase in the assessment of the property as a result of the proposed addition.

CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none">ERCA has expressed no concerns or objection to the proposed approval (Appendix B)
Town of Kingsville Management Team	<ul style="list-style-type: none">Municipal Services has requested storm water management be completed for the new addition.

RECOMMENDATION

It is recommended that Council approve site plan control application SPA/19/17 for property located at 14 Cameron Side Road to permit the construction of a 540 sq. m (5,820 sq. ft.) addition to the existing industrial building and authorize the Mayor and Clerk to sign the site plan agreement and register said agreement on title.

Robert Brown

Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

Peggy Van Mierlo-West

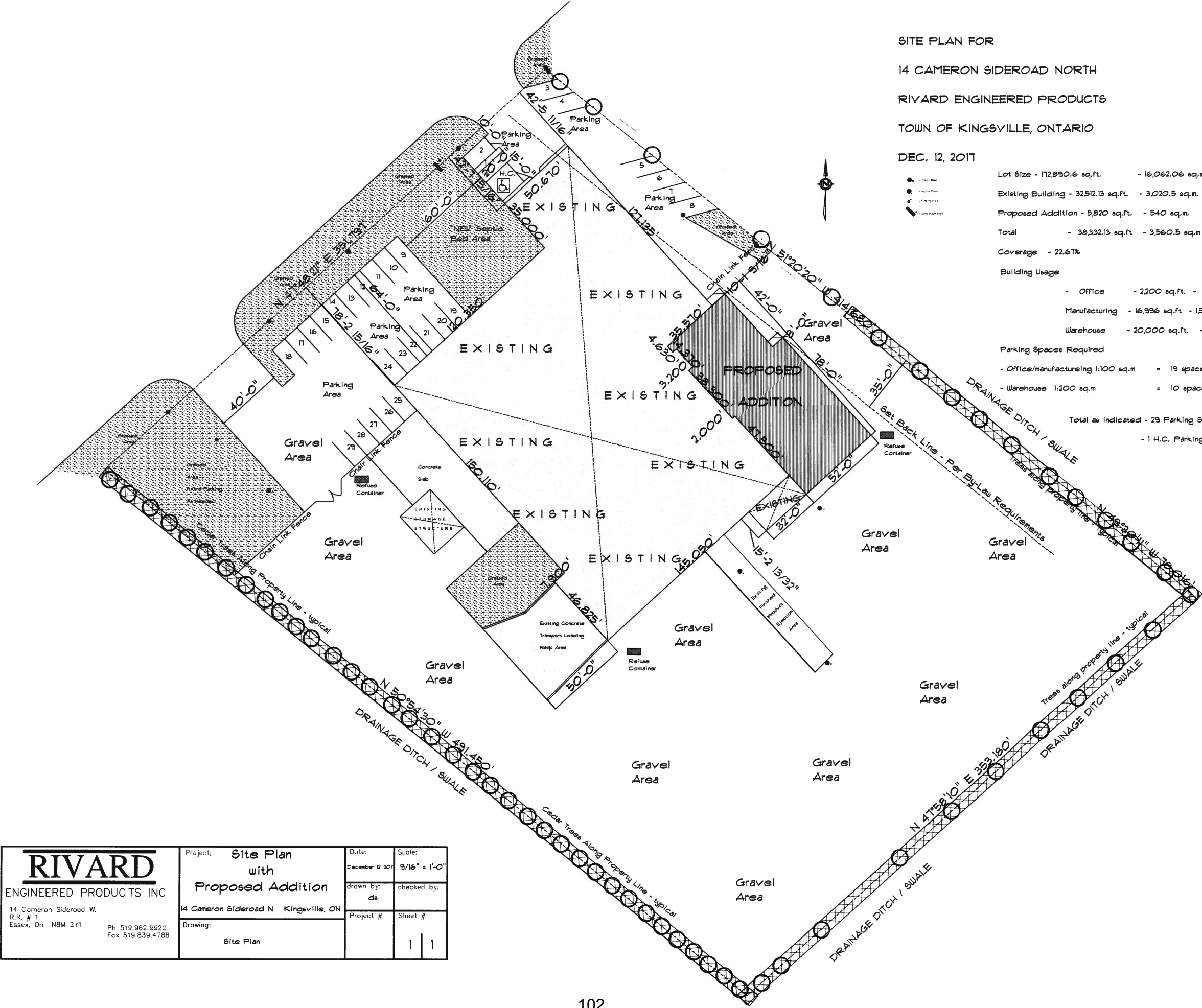
Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

SITE PLAN FOR
 14 CAMERON SIDEROAD NORTH
 RIVARD ENGINEERED PRODUCTS
 TOWN OF KINGSVILLE, ONTARIO

DEC. 12, 2017



Lot Size	- 172,890.6 sq.ft.	- 16,062.06 sq.m.
Existing Building	- 32,512.13 sq.ft.	- 3,020.5 sq.m.
Proposed Addition	- 5,820 sq.ft.	- 540 sq.m.
Total	- 38,332.13 sq.ft.	- 3,560.5 sq.m.
Coverage	- 22.67%	
Building Usage		
- Office	- 2,200 sq.ft.	- 204 sq.m.
- Manufacturing	- 16,996 sq.ft.	- 1,579 sq.m.
- Warehouse	- 20,000 sq.ft.	- 1,858 q.m.
Parking Spaces Required		
- Office/manufacturing 1:100 sq.m	=	19 spaces
- Warehouse 1:200 sq.m	=	10 spaces
Total as Indicated	-	29 Parking Spaces
		- 1 H.C. Parking Space



RIVARD ENGINEERED PRODUCTS INC 14 Cameron Sideroad W. R.R. # 1 Essex, On N8M 2Y1 Ph 519.962.9922 Fax 519.839.4788	Project:	Site Plan with Proposed Addition	Date:	December 12 2017	Scale:	3/16" = 1'-0"
			drawn by:	ds	checked by:	
			Project #		Sheet #	
	Drawing:	Site Plan			1	1



regs@erca.org

P.519.776.5209

F.519.776.8688

360 Fairview Avenue West
Suite 311, Essex, ON N8M 1Y6

January 03, 2018

Mr. Robert Brown, Manager of Planning & Development Services
The Corporation of the Town of Kingsville
2021 Division Road North
Kingsville ON N9Y 2Y9

Dear Mr. Brown:

RE: Application for Site Plan Control SPA-19-17
14 CAMERON SIDE RD W
ARN 371157000000800; PIN: 751610074
Applicant: Rivard Engineered Products

The following is provided for your information and consideration as a result of our review of Application for Site Plan Control SPA-19-17. The applicant is proposing to construct a 540 sq metre addition onto the existing industrial complex that manufactures roof trusses. We have reviewed this proposal with regard to our mandate and provide the following information.

NATURAL HAZARD POLICIES OF THE PPS, 2014

We have reviewed our floodline mapping for this area and it has been determined this site is **not** located within a regulated area that is under the jurisdiction of the ERCA (Section 28 of the *Conservation Authorities Act*). As a result, a permit is not required from ERCA for issues related to Section 28 of the *Conservation Authorities Act*, Development, Interference with Wetlands and Alteration to Shorelines and Watercourses Regulations under the *Conservations Authorities Act*, (Ontario Regulation No. 158/06).

WATER RESOURCES MANAGEMENT

Our office has reviewed the proposal and has no concerns relating to stormwater management.

NATURAL HERITAGE POLICIES OF THE PPS 2014

The subject property is not within or adjacent to any natural heritage feature that may meet the criteria for significance under the Provincial Policy Statement (PPS 2014). Based on our review, we have no objection to the application with respect to natural heritage policies.

FINAL RECOMMENDATION

We have no objections to this application for Site Plan Control.



Mr. Brown
January 03, 2018

If you have any questions or require any additional information, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, appearing to read 'Corinne'.

Corinne Chiasson
Resource Planner
/cor





SITE PLAN AGREEMENT

THIS AGREEMENT made (in triplicate) this 8th day of January 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE,

hereinafter called the "Corporation",

OF THE FIRST PART

-and-

Rivard Engineered Products Inc.

hereinafter called the "Owner",

OF THE SECOND PART

WHEREAS the Owner is the registered owner of land described as Pt. Lot 275, Concession STR, Part 3, RP 12R 21550 and further known as 14 Cameron Side Road, in the Town of Kingsville in the County of Essex, Province of Ontario (the "subject lands");

AND WHEREAS the Corporation has enacted a by-law being a By-law to establish site plan control in the Town of Kingsville pursuant to the provisions of Section 41(2) of the Planning Act, R.S.O. 1990, c.P.13;

AND WHEREAS development of the subject lands is subject to site plan control as provided for in the By-law;

AND WHEREAS as a condition of the approval of a building permit for the said lands the Corporation and the Owner must enter into this Agreement;

GENERAL

1. (a) **Covenant** - The Owner covenants and agrees to build, provide and maintain for the life of the development at the Owner's entire expense and to the Corporation's entire satisfaction all landscaping, buildings, parking facilities, lot grading, garbage and central storage areas, storm water management systems, rate of flow monitoring, lighting and other related items in compliance with relevant legislation and in accordance with drawings attached hereto as Schedule 'A-2018' approved and on file in the office of the Clerk of the Corporation. The Owner agrees that all development shall be in compliance with the relevant zoning provisions and in accordance with the Corporation's Development Standards Manual, as amended from time to time.

(b) **Name & Address of Corporation**
The Corporation of the Town of Kingsville
Attention: Corporation Solicitor
2021 Division Road North
Kingsville, Ontario N9Y 2Y9

(c) **Name & Address of Owner**
Rivard Engineered Products Inc.
14 Cameron Sideroad W
Essex, ON
N8M 2Y1

(d) Approval Date – January 8, 2018

SCHEDULES ATTACHED:

2. Hereinafter referred to as Schedule 'A-2018' and forming part of this agreement:

SCHEDULE 'A-2018' - Site Plan (Prepared by: Rivard Engineered Products and Dated December 12, 2017)

A large format plan, referred to as Schedule 'A-2018', is available in the Development Services Department for the Town of Kingsville, 2021 Division Rd. in the Town of Kingsville and are available for review during regular business hours.

LOT GRADING PLAN

3. (a) **Lot Grading Plan** - The Owner further agrees to submit to the satisfaction of the Corporation's Chief Building Official, Ministry of Transportation (MTO), where applicable and Essex Region Conservation Authority (ERCA) in regulated areas throughout, a lot grading plan designed and executed under the seal of an engineer licenced under the *Professional Engineers Act* R.S.O. 1990, c. P.28, as amended ("Engineer") for the subject lands for the Corporation's consideration prior to the issuance of any building permits or construction permits for the subject lands, if applicable. The Owner shall ensure that the site drainage shall not affect adjacent properties.

SIGNS

4. a) **Signs** - Compliance with Approved Drawings - The Owner further agrees to submit a signage plan to the Corporation's Manager of Development Services for their approval prior to the issuance of a construction permit. Said signage plan shall include the design, size and location of all existing or proposed signs erected or located on or to be erected or located on the subject lands. In addition, this signage plan shall outline any lighting details and landscaping features associated with any signage.
- b) **Traffic Signage** - Prior to construction, the Owner agrees to provide on-site traffic and parking signage and pavement markings to the satisfaction of the Corporation (and/or the County of Essex, where applicable) and as detailed on Schedule 'A-2018'.

DIRT AND DEBRIS

5. **Dirt and Debris** - The Owner further agrees to keep the public highways adjacent to the subject lands free from dirt and debris caused by the construction and ongoing operation on the subject lands. The Owner further agrees to, within twenty-four (24) hours of being notified and instructed by the Corporation and/or County of Essex to do so, clean-up the streets adjacent to the subject lands and/or take dust control measures at the Owner's entire expense, failing which, the

Corporation and/or County of Essex may carry out or cause to have carried out the said work at the entire expense of the Owner.

REPAIR OF HIGHWAY

6. **Repair of Highway** - The Owner further agrees that any curbs, gutters, pavements, sidewalks or landscaped areas on the public highway which are damaged during the construction and maintenance period shall be restored by the Owner at the Owner's entire expense and to the satisfaction of the Corporation and/or County of Essex and/or Ministry of Transportation.

DRIVEWAY APPROACHES AND PARKING AREAS

7. (a) **Driveways** - The Owner agrees to maintain the existing driveway approaches in such manner, widths and location as approved by the Corporation or County. The portion of the entrance that is within the municipal or County right-of-way shall be maintained with a hard surface.
- (b) **Surfacing** – The Owner further agrees that any portion of the internal driveway aisles and parking areas as shown on Schedule 'A-2018' shall be gravel surfaced and dust controlled.

PERMITS

8. **Permits** - The Owner further agrees to obtain the necessary access or other permit for any new driveway approaches, sewer taps, drain taps, or curb cuts from the Corporation and/or County of Essex, prior to the commencement of any construction on or adjacent to the public highway.

LIGHTING

9. **Lighting** - The Owner further agrees to provide all lighting of any parking area and/or building(s) located on the subject lands. Lights used for illumination shall be designed to full cut-off standards and shall be arranged as to divert the light away from adjacent roadways and properties and minimize impact on the night sky. All exterior lighting shown shall be designed to eliminate glare and reflection from the surfaces on which any lighting is mounted. The Owner further agrees that any future proposed changes to lighting of the subject lands shall require the approval of the Corporation and may require an amendment to this Agreement.

PARKING

10. **Parking** - The Owner further agrees to provide adequate on-site vehicle and bicycle parking for the proposed buildings in accordance with the Corporation's Zoning By-law, as amended, applicable to the development and as shown Schedule 'A-2018'.

GARBAGE, WASTE AND CENTRAL STORAGE FACILITIES

11. (a) **General** – The Owner covenants and agrees that no waste as defined in the *Environmental Protection Act*, or any regulations passed thereunder, may be deposited or stored on the subject lands except as approved by the Corporation's Chief Building Official in accordance with the diagrams attached hereto as Schedule 'A-2018' and forming part of this Agreement.
- (b) **Storage** – The Owner further covenants and agrees that no garbage, waste, substance, product, by-product or any other thing (hereinafter collectively called the "Waste") shall be stored outside anywhere on the subject lands, save and except for in accordance and compliance with and as shown on Schedule 'A-2018'.

(c) **Default and Remedy** – The Owner further agrees that any Waste deposited or stored:

- i. in an area other than those specific areas shown in Schedule 'A-2018' for the storage of same;
- ii. without obtaining and providing to the Corporation a Certificate of Approval;
- iii. in contravention of any legislation; or
- iv. in contravention of this Site Plan Agreement;

shall be removed from the subject lands by the Owner at the entire expense of the Owner. The Owner further agrees that if the Owner fails to remove this Waste within 10 days of having received written notice from the Corporation to do so, the Owner agrees that the Corporation, its agents, servants, workmen or employees may enter upon the subject lands and remove the Waste; the cost of which shall be recovered by the Corporation out of the Performance Securities contemplated in this Agreement, and any additional costs incurred by the Corporation in excess of the said securities shall constitute a debt owing by the Owner to the Corporation and the Corporation may add such debt to the tax roll of the subject lands and collect and enforce them in the same manner as taxes.

LANDSCAPING

12. (a) **Landscaping**- The Owner further agrees to provide for landscaping as designed and depicted on the Site Plan as approved by the Manager of Planning Services for the Corporation.

(b) **Installation and Maintenance** - The Owner further agrees to install and maintain all landscaping features in accordance with the approved Site Plan and in a manner satisfactory to the Manager of Planning Services.

(c) **Undeveloped Lands** - In the event that the subject lands are to be developed in phases the Owner further agrees to grade and seed or crop, to the satisfaction of the Manager of Planning & Development Services, all vacant lands that are not developed within one (1) year of the issuance of the construction permit for the initial phase of the development.

STORM WATER MANAGEMENT

13. (a) **Consulting Engineer** - Prior to the issuance of a building permit, the Owner further agrees to retain a consulting engineer for the design and preparation of drawings for an internal storm water management system to service the proposed addition. Such drawings shall be satisfactory to the Corporation's Director of Municipal Services and Ministry of Transportation, if applicable.

(b) **Construction and Maintenance** - Upon approval of the drawings by the Corporation's Director of Municipal Services, Chief Building Official, Ministry of Transportation, if applicable, and the Owner further agrees to construct and maintain, at the Owner's entire expense, the storm water management system in accordance with the approved drawings and to the satisfaction of the Chief Building Official prior to the issuance of a building permit. Under no circumstance will a building permit be issued for construction until such time as the approved storm water management system has been constructed and is fully functional or a temporary approved storm water management system has been implemented, both to the satisfaction of the Town.

(c) **Undeveloped Lands** - The Owner further agrees to maintain, grade and keep groomed any undeveloped portions of the subject lands and that any changes to the surface material, grade or use of undeveloped lands shall require a review of the approved Storm Water Management System and will require an amendment to the site plan.

14. **Stormwater Management (abutting lands)** - That the Owner agrees to insure that storm water run-off is properly managed along the edge of the storm water management pond (if applicable) where it is within 20 m of an abutting property and that storm water flows on those abutting lands are not negatively impacted.

EXISTING WATERCOURSES AND NATURAL LAND DRAINAGE

15. **Existing Watercourses and Natural Land Drainage** - The Owner further agrees that no natural watercourse shall be blocked, abandoned or otherwise altered during the course of construction of the development unless approved by the Corporation and that no natural land drainage shall be cut off without adequate provision made for its interception to the satisfaction of the Corporation.

DEVELOPMENT CHARGES

16. **Development Charges** - The Owner agrees to pay to the Corporation on the issuance of a building permit, the appropriate development charge in accordance with the Corporation's Development Charges By-law, as amended.

POSTPONEMENT AND SUBORDINATION

17. **Postponement and Subordination** - The Owner covenants and agrees, at its entire expense, to obtain and register, from its mortgagees and/or encumbrancers, such documentation as may be deemed necessary by the Corporation to postpone and subordinate the interest of said mortgagees and/or encumbrancers in the subject lands to the interest of the Corporation to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagees and/or encumbrancers their interest in the subject lands.

FINANCIAL SECURITY

18. (a) **Performance Security** - The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$2,500 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraph 19 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
- (b) **Deficiency** - The Owner acknowledges and agrees that should there be a deficiency in, or failure to carry out, any work, obligation or matter required by any provision of this Agreement, and the Owner fails to remedy same within 10 days of being given written notice with a direction to carry out such work or matter, the Corporation may draw on the security held and enter onto the property of the Owner and complete all outstanding works or matters, and pay all costs and expenses incurred thereby from the proceeds of any security held by it.
- (c) **Shortfall** - The Owner further acknowledges and agrees that, notwithstanding any provision to the contrary in this Agreement specifying the return of security, in the event that the Corporation determines that any return of cash or certified funds held by it would create a shortfall with respect to securing the completion of any work or matter remaining to be carried out by the Owner pursuant to this Agreement, the Corporation will not be obliged to return the security held by it until such time as such work is satisfactorily completed or the Corporation has sufficient security to insure that such work will be completed.

COMMENCEMENT/COMPLETION OF WORK/TERMINATION OF AGREEMENT

19. **Commencement/Completion of Work/Termination of Agreement** - The Owner further covenants and agrees that the proposed development governed by this Agreement will be commenced within one (1) year from the date of the execution

of this Agreement. The Owner further covenants and agrees that all works, buildings, parking, access areas, landscaping, systems and all other required facilities required by this Agreement shall be completed within two (2) years from the date on which the Corporation's Chief Building Official issues a building permit for the said development. If the Owner fails to meet either of the aforesaid deadlines, the Corporation may, at its sole option and on fourteen (14) days written notice to the Owner, declare this Agreement null and void and of no further force and effect. The refund of any monies paid by the Owner pursuant to this Agreement shall be at the sole discretion of the Corporation, but under no circumstances will interest be paid on any refund.

CONVEYANCES AND CONTRIBUTIONS

20. (a) **Conveyances and Contributions** - The Owner further agrees to gratuitously convey or dedicate, in fee simple and without encumbrance, to the Corporation any land, easement, right of way or otherwise as deemed required by the Corporation, Hydro One, Bell Canada or Union Gas in, through, over and under the subject lands for drainage purposes, sewers, hydro, gas, utilities, water mains and telephone.
- (b) **Surveys and Land Descriptions** - In the event that the Owner is required to convey lands, easements, rights of way or otherwise pursuant to this Agreement, then the Owner shall obtain all surveys and land plans or descriptions for lands to be conveyed to the Corporation at the Owner's entire expense.

GENERAL PROVISIONS

21. In addition to the standard site plan agreement requirements the Owner also agrees to:
- i) **Construction Site Maintenance and Debris** – provide appropriate on-site construction waste management for the storage and disposal of construction waste and that at no time is waste allowed to accumulate on the site beyond a reasonable level.
22. **Enforcement and Remedies** – The Owner agrees:
- (a) All facilities and matters required by this Agreement shall be provided and maintained by the Owner at the Owner's sole risk and entire expense to the satisfaction of the Corporation and in default thereof the Owner acknowledges that the Corporation, in addition to any other remedy it may have at law, shall also be entitled to enforce this Agreement in accordance with Sections 444 to 446, inclusive, of the Municipal Act, S.O. 2001, c.25 as amended.
- (b) If the Owner is in default of any matter, obligation or thing required to be done by this Agreement and such default continues for more than 10 days after the Corporation having given written notice to the Owner of same, then in addition to and without limiting other remedies available to it, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
- (c) Any work done by the Corporation for or on behalf of the Owner or by reason of the Owner not having done the work in the first instance, shall be deemed to be done as agent for the Corporation and shall not, for any purpose whatsoever, be deemed as an acceptance or assumption of any works, services or faults by the Corporation.
23. **Successors and Assigns** - This Agreement and everything contained herein shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

24. **Enforceability** - If any term, covenant or condition of this Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
25. **Amendments** - This Agreement may be amended at any time with the written consent of the Corporation and the registered Owner of the subject lands at the time of such amendment. This Agreement may be amended to permit further additions by replacing the drawings attached in Schedule 'A-2017' on file in the office of the Clerk, upon approval of the Corporation, without the need to alter this text or the registration of any additional material on title. Accordingly, it will be necessary for any new Owner to review drawings on file in the office of the Manager of Planning & Development Services to specifically determine that which is permitted at any given point in time. Financial securities may be required by the Corporation for any addition permitted by way of amendment to this Agreement.
26. **Extension of Time** – Time shall always be of the essence of this Agreement. Any time limit specified in this Agreement may be extended with the consent in writing of both the Owner and the Corporation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension granted by the Corporation will be conditional upon the recalculations of all outstanding monies owed to the Corporation by the Owner pursuant to this Agreement.
27. **Registration** - The Owner hereby consents to the registration of this Agreement on the title of the subject lands at the Owner's expense.
28. **Officials** – The Director of Municipal Services, the Chief Building Official, the Corporation Solicitor, the Manager of Municipal Services and the Manager of Planning Services referred to herein are those of the Corporation.

IN WITNESS THEREOF the said parties hereto have duly executed the Site Plan Agreement on the date first written above.

SIGNED SEALED AND DELIVERED

WITNESS

RIVARD ENGINEERED PRODUCTS INC.
I/WE HAVE AUTHORITY TO BIND THE
CORPORATION

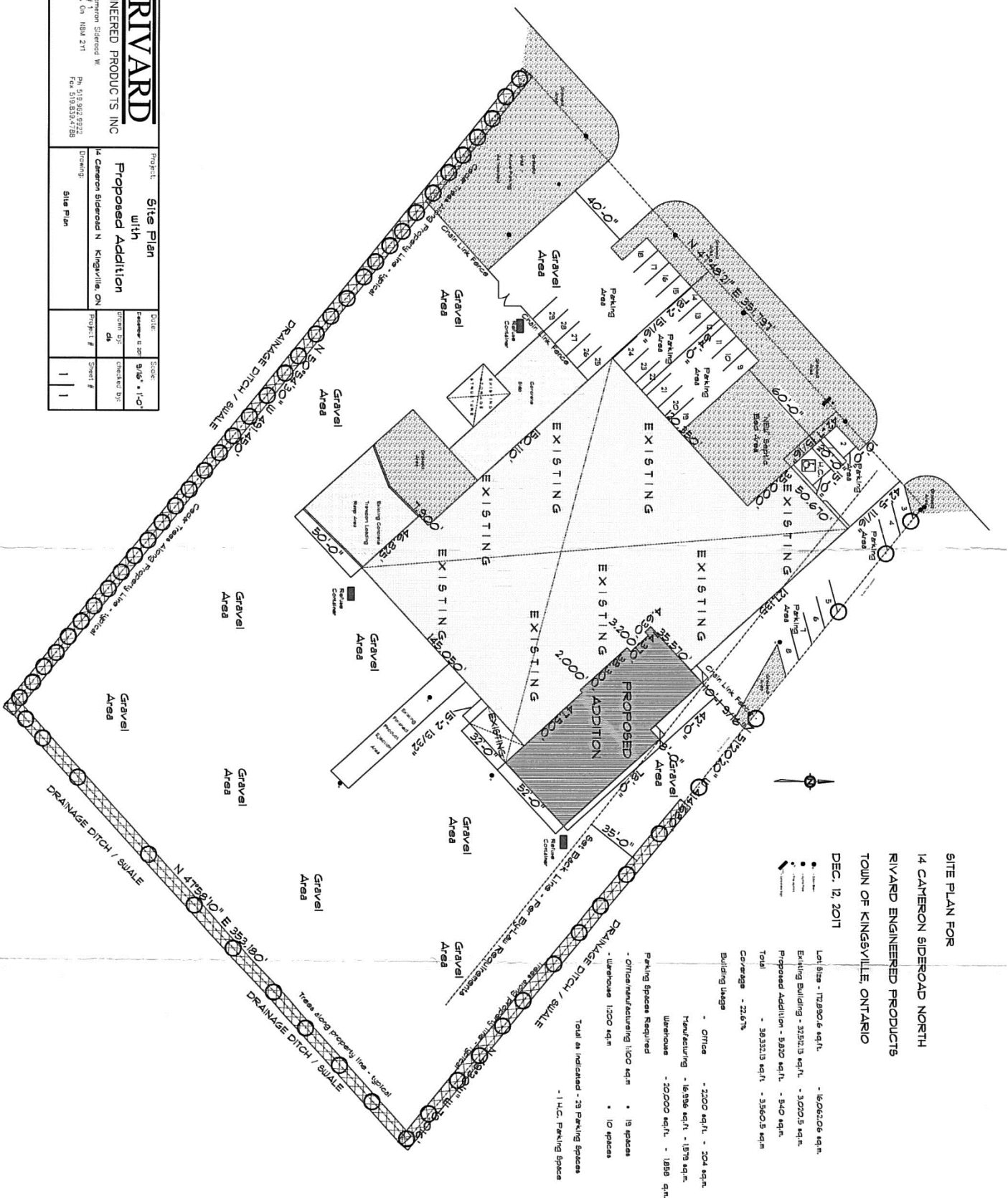
**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

MAYOR NELSON SANTOS

CLERK JENNIFER ASTROLOGO

SCHEDULE "A-2018"
Site Plan

RIVARD ENGINEERED PRODUCTS INC 14 Cameron Sideroad W. Kingsville, ON N9M 2T1 Ph: 519.925.9772 Fax: 519.939.4788	Project: Site Plan		Date:	Scale:
	with Proposed Addition		December 8, 2017	3/16" = 1'-0"
	14 Cameron Sideroad N, Kingsville, ON		Drawn By: da	Checked By:
	Drawing:		Project #	Sheet #
	Site Plan			1 1





2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: November 28, 2017

To: Mayor and Council

Author: Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

RE: 2nd to 4th Quarter Site Plan Update

Report No.: PDS 2018-001

AIM

To provide the Mayor and Council with information on the administrative approval of site plans and/or site plan amendments as per Site Plan Control By-law 128-2015.

BACKGROUND

Since April of 2017 a total of three site plan approvals and six site plan amendments have been received and processed consistent with the delegated approval authority under Site Plan Control By-law 128-2015. The three site plan approvals were existing properties with existing development that pre-dated site plan approval as such full site plan was necessary. Each of these approvals was for the addition to a new building on the respective sites. Each of the site plan amendments was for additions or alterations to existing site plan approvals.

Item 1 – DT Enterprises (Appendix A) – 3069 Graham Side Road was a two storey office addition to the existing approved office area for the existing greenhouse operation.

Item 2 – Settrington's (Appendix B) – 3518 McCain Side Road required establishment of site plan approval and an associated agreement for the removal of the former grain dryers for the seed corn plant, addition of a new dry fertilizer storage building and addition of liquid fertilizer tanks.

Item 3 – Mucci Farms (Appendix C) – 1876 Seacliff was an addition to an existing approved bunkhouse.

Item 4 – Boem Berry (Appendix D) – 672 Road 2 E was the expansion of the approved bunkhouse from the original site plan and incorporation of an agreement related to temporary sanitary sewer service to the property.

Item 5 – Sunrite Greenhouse (Appendix E) – 1414 Seacliff Drive was for the addition of up to three added bunkhouses on the approved site plan.

Item 6 – Thermo Energy (Appendix F) – 2035 Spinks Drive was an addition to an existing warehouse on the approved site plan.

Item 7 – Tamar Building Products(Appendix G) – 1556 County Road 34 established site plan approval and the associated agreement for the addition of a new storage warehouse to the rear of the existing development on the site.

Item 8 – Tomanelli (Appendix H) – 808 Seacliff Dr. was an addition to an existing greenhouse.

Item 9 – HVM Holdings (Appendix I) – 140 Wigle Drive removal, replacement and addition to an existing building.

DISCUSSION

Item 1 – The greenhouse operation on the subject site received site plan approval for a multi-phase greenhouse development in 2005. Since that time the operation has continued to develop and evolve. The operation now requires additional office space in the form of a two-storey addition to the northeast corner of the existing service building, east of the existing office space.

Item 2 – The subject site was the location of a seed processing facility, most recently owned and operated by Syngenta Seeds Canada. In 2016 the company announce that the facility would be closed and the operation sold. Settingrington's Fertilizer Services Ltd., presently located at 4016 County Road 23 was seeking a location that was larger to allow for future growth and more centrally located to service the Kingsville area. The existing facility on the site developed prior to the requirement for site plan approval. Settingrington's purchased the property and submitted a site plan approval application to remove the existing seed drying facility portion of the operation and constructed a new dry fertilizer building and liquid fertilizer storage area. The remaining buildings on the site will be repurposed over time as the operation relocate to their new site.

Item 3 – The property located at 1876 Seacliff contains an existing greenhouse operation which is part of the larger Mucci Farms operation in Kingsville. The site contains an existing bunkhouse. The applicant submitted a site plan amendment request to twin the existing bunkhouse facility in order to address increased labour need by the operation. The site is well suited to the expansion as it has an existing storm water management facility and access to sanitary sewers.

Item 4 – Boem Berry is the most recent expansion of the Mucci Farms operation in Kingsville. In 2016 the property received site plan approval for a three phase greenhouse operation to grow strawberries. Two of the three phases have been completed with the third expected in 2018. The original site plan approval did include an 890 sq. m (9,580 sq.

ft.) bunkhouse on the site however with an increased need for labour on the site the applicant requested an amendment to the plan in order to expand the size of the bunkhouse to a total of 1,593 sq. m (17,147 sq. ft.).

In addition to the expanded bunkhouse the applicant has also been in discussion with the Town to be allowed to install a sanitary sewer force main from the subject property to the intersection of Hazel Cres. and Road 2 E. This will help to address interim sanitary sewer needs until longer-term sanitary sewer servicing becomes available in the area. As part of this proposal Municipal Services has prepared an agreement including the submission of securities. It was further suggested that the agreement be attached as an appendix to the existing site plan agreement. Both the revised drawing showing the expanded bunkhouse and force main agreement will be part of the amendment to the existing approval and registered on title.

Item 5 – 1414 Seacliff contains an existing greenhouse operation that is currently under an existing site plan agreement. The plan does include one 432 sq. m (4,650 sq. ft.) bunkhouse on the approved plan however the applicant is now seek approval for up to three additional bunkhouses the same size for additional on-site labour housing. The existing facility is connected to the Town sanitary sewer system via an on-site force main to the Road 2 E sewer line. This provides for much better long-term servicing of the site particular for the expanded bunkhouse accommodations.

Item 6 – The property located at 2035 Spinks Drive is a manufacturer of greenhouse structures and support systems and plays a significant role in the Essex County industry. The site is currently under site plan approval with an existing agreement in place. A number of expansions have taken place on the site as the business has grown. The current proposal is the addition of 2,051.2 sq. m of additional warehouse space to the existing 8,360 sq. m (89,983 sq. ft.) manufacturing/warehouse and office building. Storm water management facilities are already in place on the site and MTO has reviewed the proposal and recently issued permits for the expansion. At this stage the applicant is only proceeding with the warehouse portion of the addition. The Phase 4 office addition may proceed at a later stage and will be addressed through a separate amendment if warranted.

Item 7 - Tamar Building Products is a building supply company in Essex County with a yard and sales location at 1556 County Road 34 in Kingsville. The business is proposing a new 535 sq. m (5,760 sq. ft.) storage warehouse to the rear of the existing buildings on the site to provide added indoor storage of products. There is no existing site plan approval in place on the property. An existing storm water drainage system is in place on the property to address current needs. The new addition will require relocation of some existing drains on the site and storm water management will be required for the addition and any expanded hard surface areas.

Item 8 - Tomanelli Farms contains an existing 1.13 ha (2.8 ac.) greenhouse on a 4.87 ha (12 ac.) farm parcel. The applicant first expanded the existing older greenhouse at the front of the property with a 0.614 ha (1.5 ac.) addition in 2003. At that time no site plan approval was undertaken. The plan at that time did however show a second phase expansion for 0.387 ha (0.982 ac.) of additional greenhouse. The applicant is now moving forward with the addition. The site contains an existing storm water management pond and

system that was designed with the phase two expansion in mind so there is no additional works required for the expansion.

Item 9 – 140 Wigle Drive has an existing site plan approval in place from 2012 which was for the development of a new commercial building for a truck repair business. At the time the site also contained a number of older buildings. The applicant is proposing to remove one of the existing building and replace it with a new larger structure in the same location. A storm water management plan was completed as part of the 2012 approval and has been reviewed in the context of the proposed redevelopment. The review concluded that as long as the new building drainage was tied into the existing system it would have a minimal impact on the storm water system already in place.

LINK TO STRATEGIC PLAN

Support growth of the business community.

FINANCIAL CONSIDERATIONS

Each of the developments will increase assessment on their respective properties as build out is completed.

CONSULTATIONS

Agency or Administrator	Comment
Essex Region Conservation Authority Watershed Planner	<ul style="list-style-type: none">• Items 1, 3, 4, 5 & 9 were not circulated as there was no significant change to the footprint or the developments were outside of a regulated area• Items 2, 6, 7 & 8 were circulated however ERCA had no objections simply noting that storm water management should be completed.
Town of Kingsville Management Team	<ul style="list-style-type: none">• No concerns with the requested site plan.• Any proposed building will need to comply with the requirements of the OBC.
County of Essex	<ul style="list-style-type: none">• No comment is expected as there was no change to any applicable County Road access and no setback issues from sites adjacent to a County Road.

RECOMMENDATION

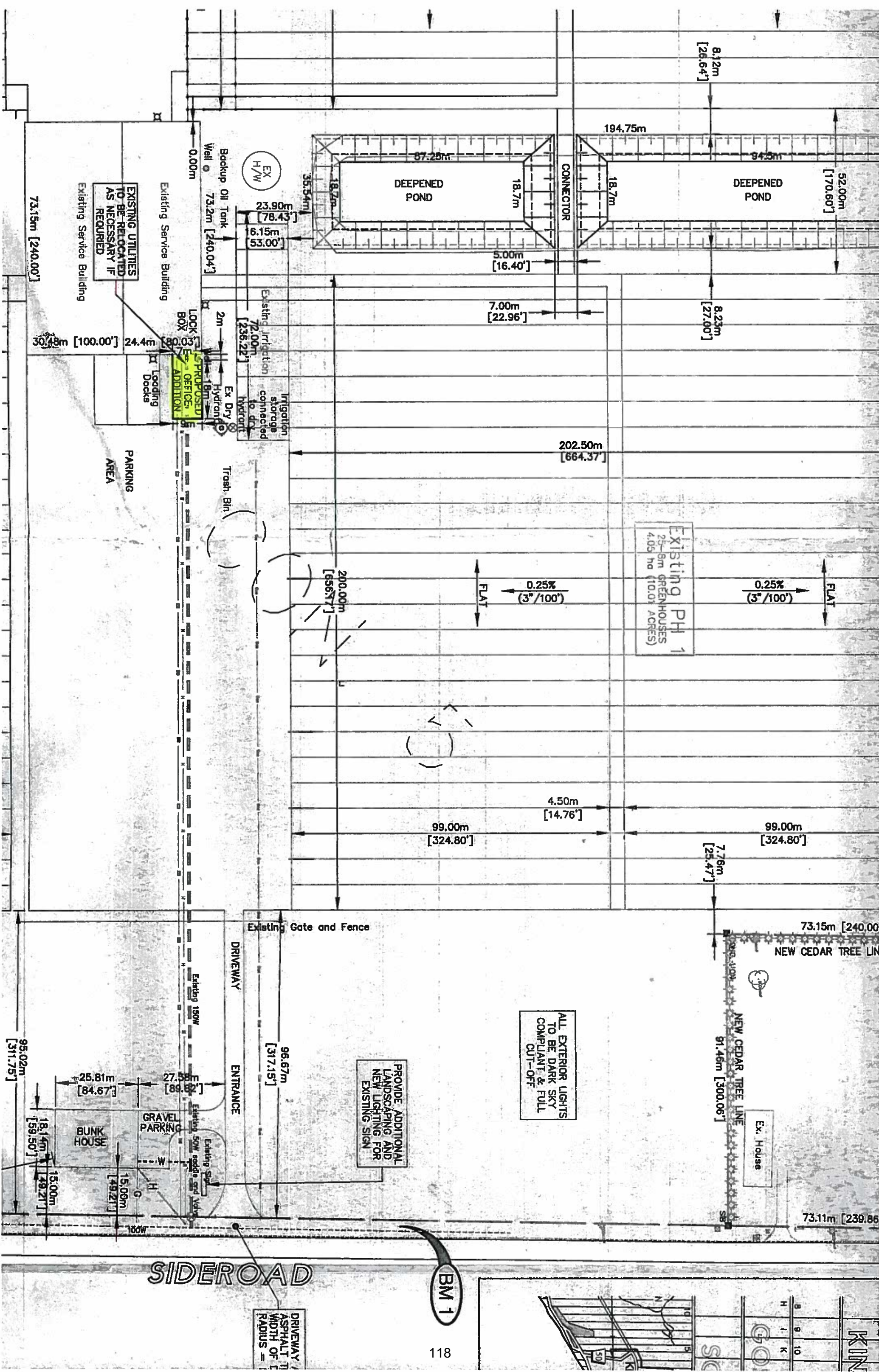
Council adopt the report for information purposes for the approved side plan amendments at 3069 Graham Side Road, 1414 and 1876 Seacliff Drive, 872 Road 2 E, 2035 Spinks Drive and 140 Wigle Drive and for the approved site plans at 3518 McCain Side Road, 1556 County Road 34 and 808 Seacliff Drive, and authorize the Mayor and Clerk to sign the associated site plan agreements or amendments to existing agreements and register said agreements on title.

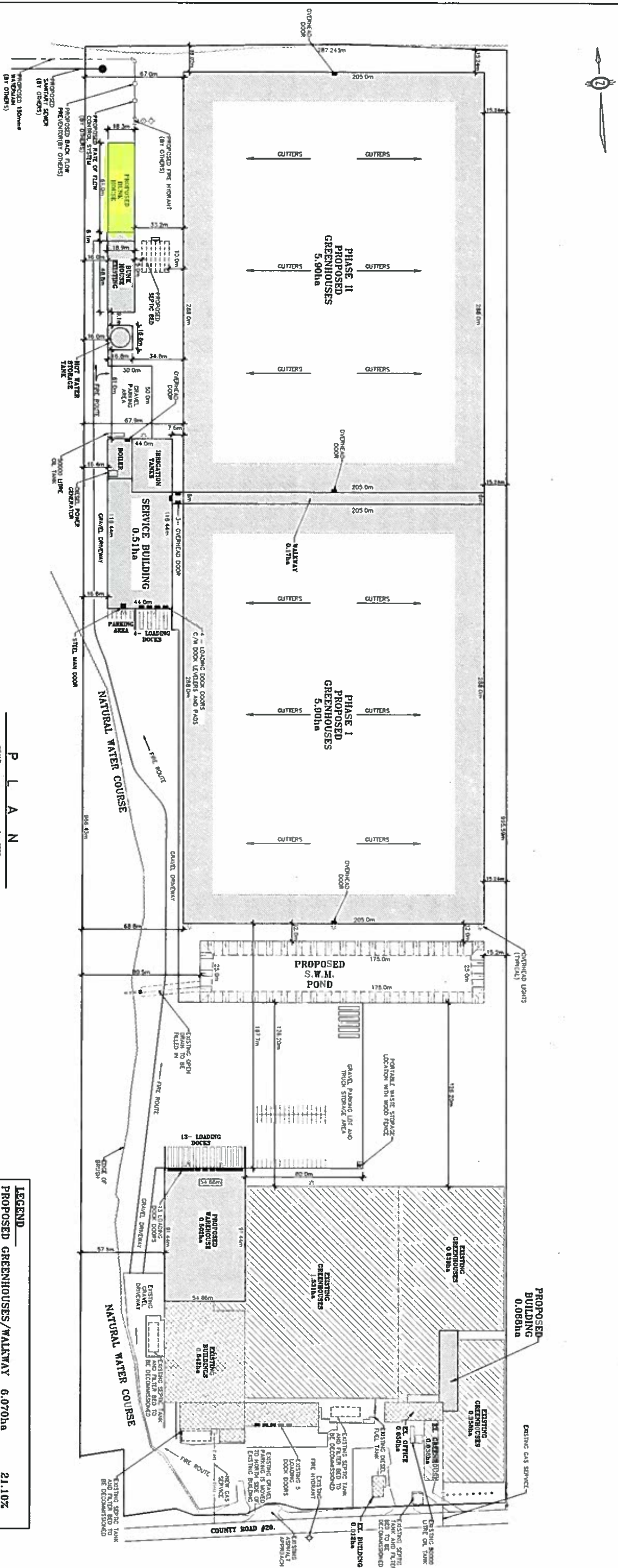
Robert Brown

Robert Brown, H. Ba, MCIP, RPP
Manager, Planning Services

Peggy Van Mierlo-West

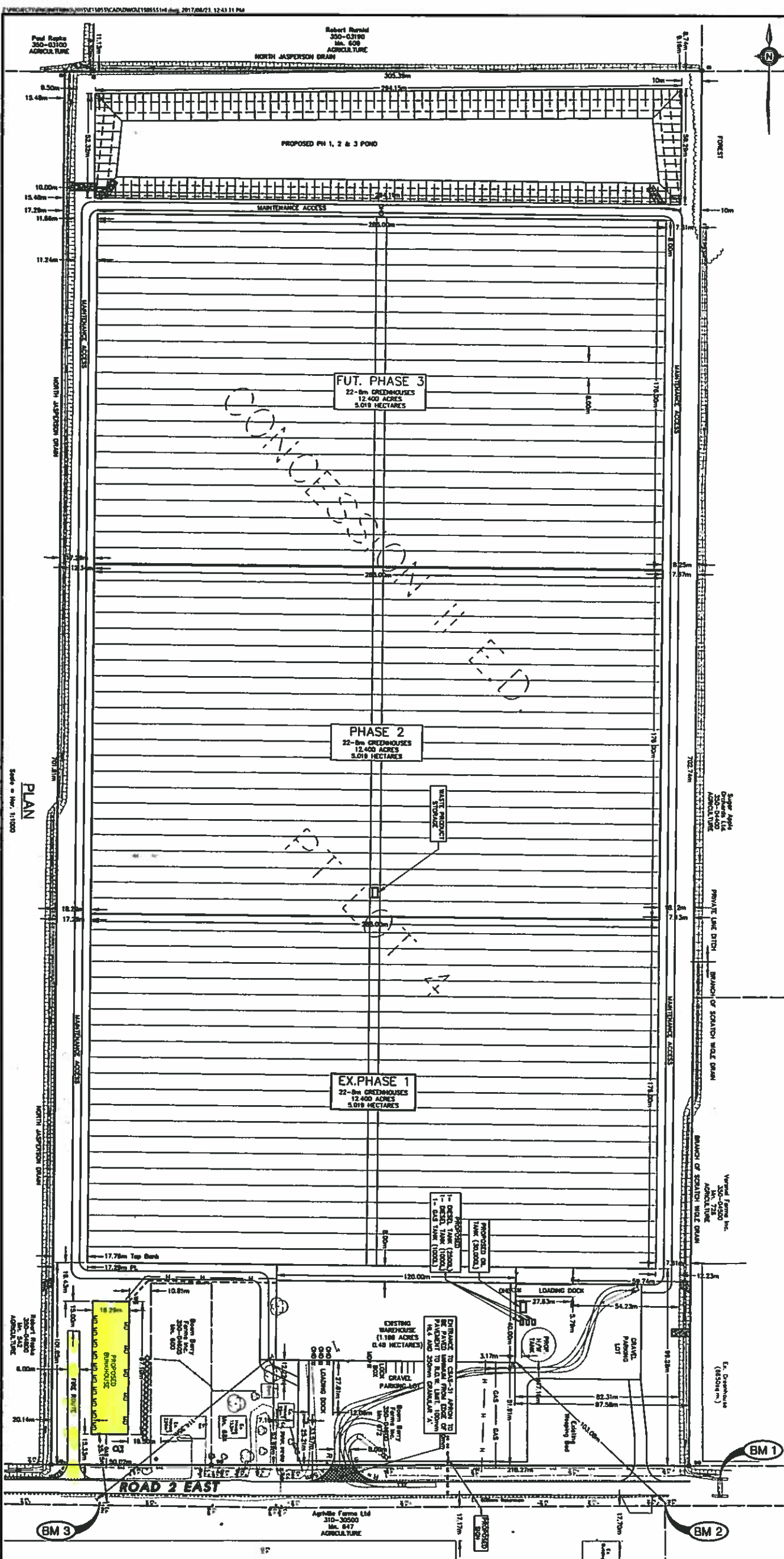
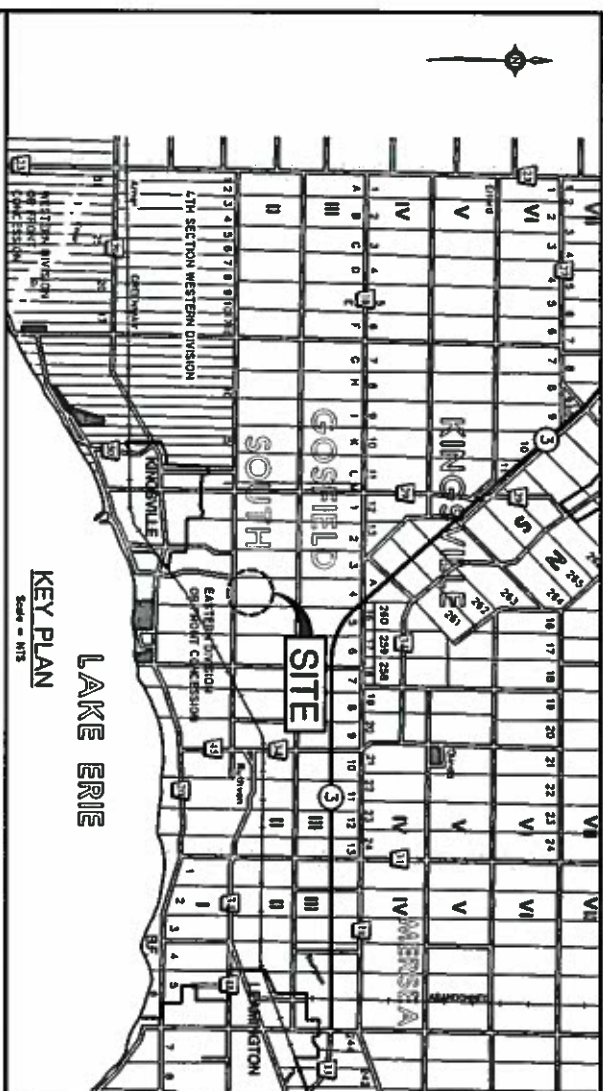
Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer





LEGEND		
PROPOSED GREENHOUSES/WALKTAY	6.070ha	21.10%
FUTURE GREENHOUSES PHASE II	5.900ha	20.51%
SERVICE BUILDING/BUNK HOUSE	0.600ha	2.09%
PROPOSED WAREHOUSE	2.802ha	1.74%
EXISTING GREENHOUSES	0.502ha	9.85%
EXISTING BUILDINGS/OFFICE	0.604ha	2.10%
OPEN SPACE	12.255ha	42.61%
TOTAL AREA	28.763ha	100.00%

		date: <u>February 18, 2012</u>	
		BRUCE D. CROZIER, P.ENG.	
DATE	REVISIONS		
MAR 04/11	REVISIONS AS REQUESTED BY TOWN		
MAR 08/11	REVISIONS AS REQUESTED BY ENGINEER		
MAY 04/11	REVISIONS AS REQUESTED BY TOWN		
MAY 11/11	REVISIONS AS REQUESTED BY OWNER		
FEB 10/12	REVISIONS AS REQUESTED BY OWNER		
APRIL 18/17	REVISIONS AS REQUESTED BY OWNER		
MAY 10/17	REVISIONS AS REQUESTED BY OWNER		
		 BAIRD AE architecture + engineering <small>2700 SHEPPARD AVENUE EAST, SUITE 100 SCARBOROUGH, ONTARIO M1S 4T6 TEL: (416) 291-1000 FAX: (416) 291-1001 www.baird-ae.com</small>	
PROJECT TITLE		PROJECT NO.	
MUCCI FARMS LIMITED 1876 COUNTY ROAD #20. TOWN OF KINGSVILLE		BC-10-039	
SHEET TITLE		DATE	
SITE PLAN		DEC 17/10	
SHEET BY		SCALE	
A.P., K.K.		AS NOTED	
CHECKED BY		SHEET NO.	
B.D.C.		1	



BIR CRYSTAL (200-0000)	
EXISTING BUILDING AREA =	22,624 sq.
EXISTING BUILDING AREA =	0.149 ac.
EXISTING BUILDING TO BE REMOVED =	0.129 ac.
PROPOSED BUILDING 1 BUILDING AREA =	5,188 sq.
PHASE 1 BUILDING CONTRACT =	25.385
PHASE 2 BUILDING CONTRACT =	
PHASE 3 BUILDING CONTRACT =	
PHASE 4 BUILDING CONTRACT =	
PHASE 5 BUILDING CONTRACT =	
PHASE 6 BUILDING CONTRACT =	
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PHASE 100 BUILDING CONTRACT =	

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BENCHMARK

ELEV. 196.005m
 2. THE 147' LONG 11" DIAMETER AIR DUCTS ARE OF
 THE HEAVYWEIGHT GRADE WITH THE FLANGES TO THE
 CONTRACTOR SHALL BEAT AT THE SOUTH E. CORNER.

ELEV. 186.131m
 2. THE 147' LONG 11" DIAMETER AIR DUCTS ARE OF
 THE HEAVYWEIGHT GRADE WITH THE FLANGES TO
 THE CONTRACTOR SHALL BEAT AT THE SOUTH E. CORNER.

ELEV. 196.005m
 2. THE 147' LONG 11" DIAMETER AIR DUCTS ARE OF
 THE HEAVYWEIGHT GRADE WITH THE FLANGES TO
 THE CONTRACTOR SHALL BEAT AT THE SOUTH E. CORNER.

N. J. Peralta
Engineering Ltd.

Consulting Engineers
Kingsville On

Investment Timing

**BOEM BERRY
FARMS
LIMITED
GREENHOUSE**

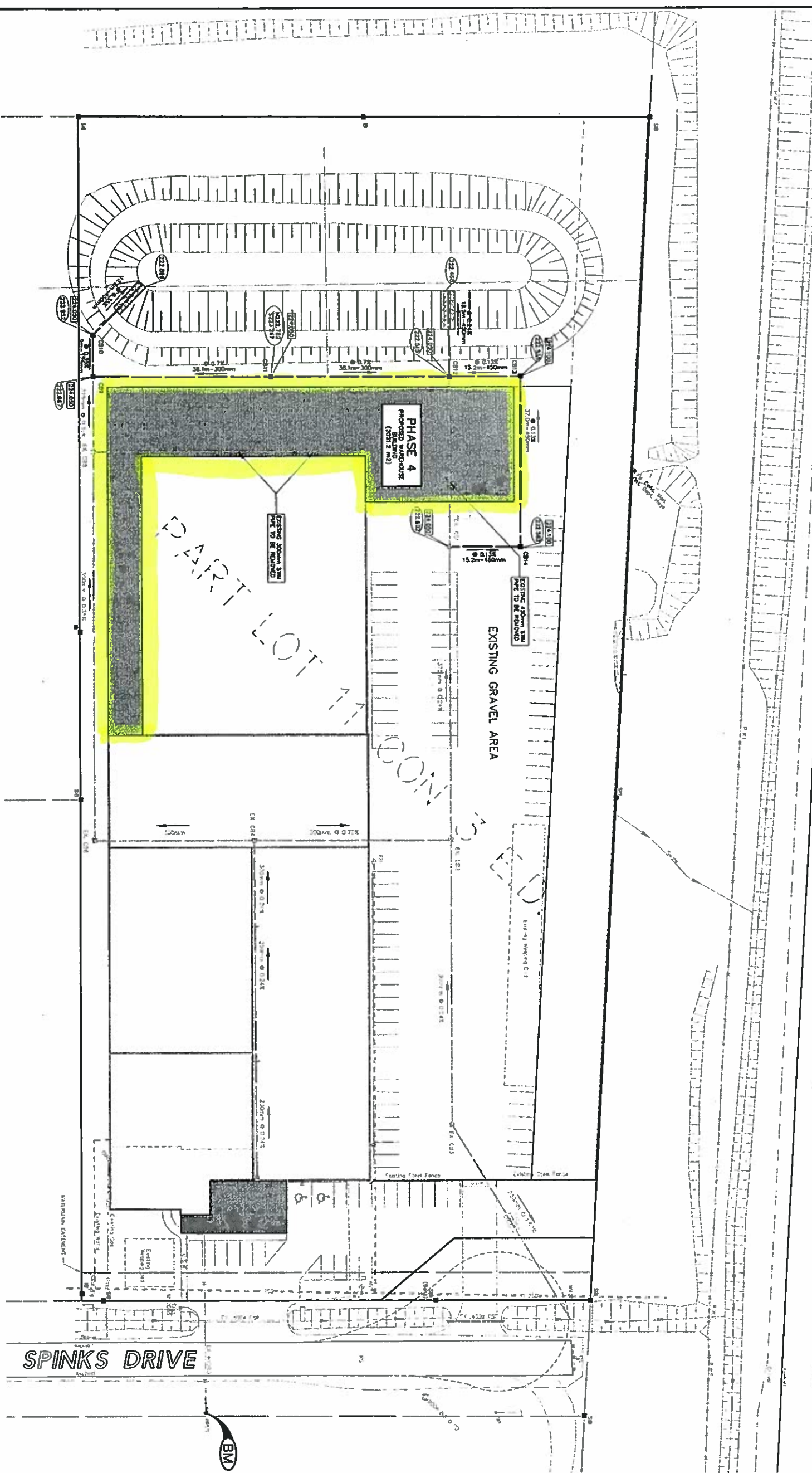
SITE PLAN

Completed On	DATE
N.M.	MARCH 2, 2016

9



KING'S HIGHWAY #3



UNDERGROUND DRAINAGE PLAN

Scale = 1:400

- NOTES:
1. THE LOCATION OF THE LOT LINES SHOWN ON THIS PLAN IS BASED ON THE RECORD SURVEY OF THE TOWN OF KINGSVILLE, ONTARIO, DATED 1998, AND THE RECORD SURVEY OF THE TOWN OF KINGSVILLE, ONTARIO, DATED 2001.
 2. ALL DIMENSIONS SHOWN IN METERS.
 3. EXISTING LOT LINES SHOWN IN DASHES.
 4. (Hatched) EXISTING LOT LINES.
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 19. (Hatched) EXISTING LOT LINES.
 20. (Hatched) EXISTING LOT LINES.

BENCHMARK:
ELEV. = 223.47m

NO. COMMENTS	DATE
1. 15.00.2017	15.00.2017
2. 15.00.2017	15.00.2017
3. 15.00.2017	15.00.2017
4. 15.00.2017	15.00.2017
5. 15.00.2017	15.00.2017
6. 15.00.2017	15.00.2017
7. 15.00.2017	15.00.2017
8. 15.00.2017	15.00.2017
9. 15.00.2017	15.00.2017
10. 15.00.2017	15.00.2017
11. 15.00.2017	15.00.2017
12. 15.00.2017	15.00.2017
13. 15.00.2017	15.00.2017
14. 15.00.2017	15.00.2017
15. 15.00.2017	15.00.2017
16. 15.00.2017	15.00.2017
17. 15.00.2017	15.00.2017
18. 15.00.2017	15.00.2017
19. 15.00.2017	15.00.2017
20. 15.00.2017	15.00.2017

N. J. Peralta
Engineering Ltd.
Consulting Engineers
Kingsville
Ontario

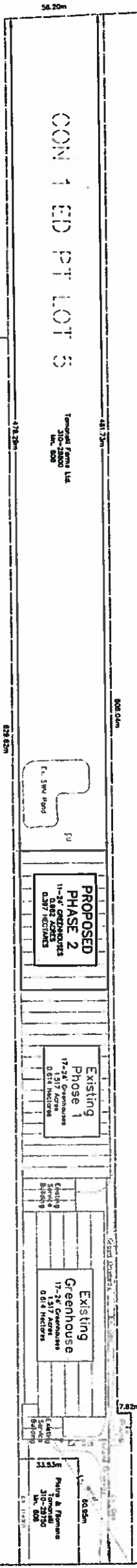


THERMO ENERGY
PHASE 4 WAREHOUSE
& OFFICE EXPANSION
2035 SPINKS DRIVE
TOWN OF KINGSVILLE
ONTARIO

PROJECT NO.	3	3
DATE	06 SEP 2016	
SCALE	AS SHOWN	
BY	W.Z.	
CHECKED BY		
DATE		
PROJECT FILE	ET16-036	



NOTE: ALL EXTERIOR LIGHTING
TO BE DARK SKY COMPLIANT
AND FULL CUT-OFF.



Palmer Farm Inc.
210-2800
M. 824

837400 Ontario Ltd.
210-2800
1 1250

SCALE
1:1250

COUNTY RD 20

NOTES:
1. THE ACCURACY OF THE LIGHTING SHOWN ON THIS PLAN IS BASED ON THE ASSUMPTIONS SET OUT IN THE NOTES TO THE LIGHTING PLAN. THE LIGHTING PLAN IS NOT A GUARANTEE OF LIGHTING DESIGN OR QUALITY OF LIGHTING DESIGN.

NO.	DATE	BY	DATE
1	16-04-2016	JK	16-04-2016

N. J. Peralta
Engineering Ltd.
Consulting Engineers
Kingsville
Ontario

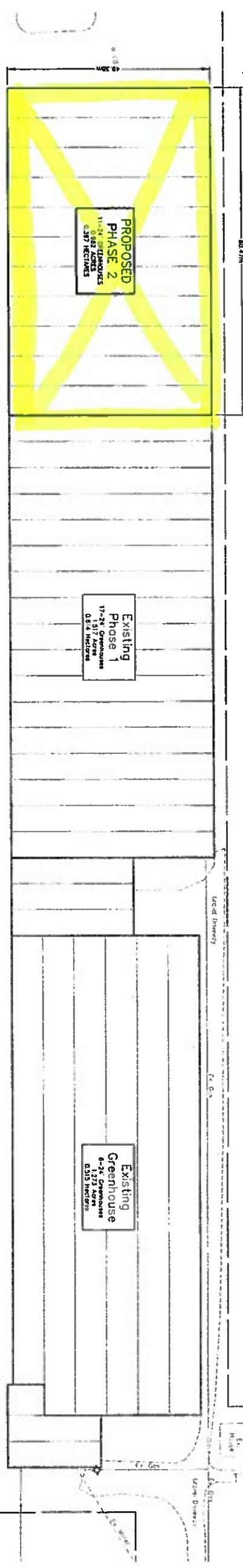


**TOMANELLI
FARMS
GREENHOUSE
EXPANSION**
**TOWN OF
KINGSVILLE,
ONTARIO**

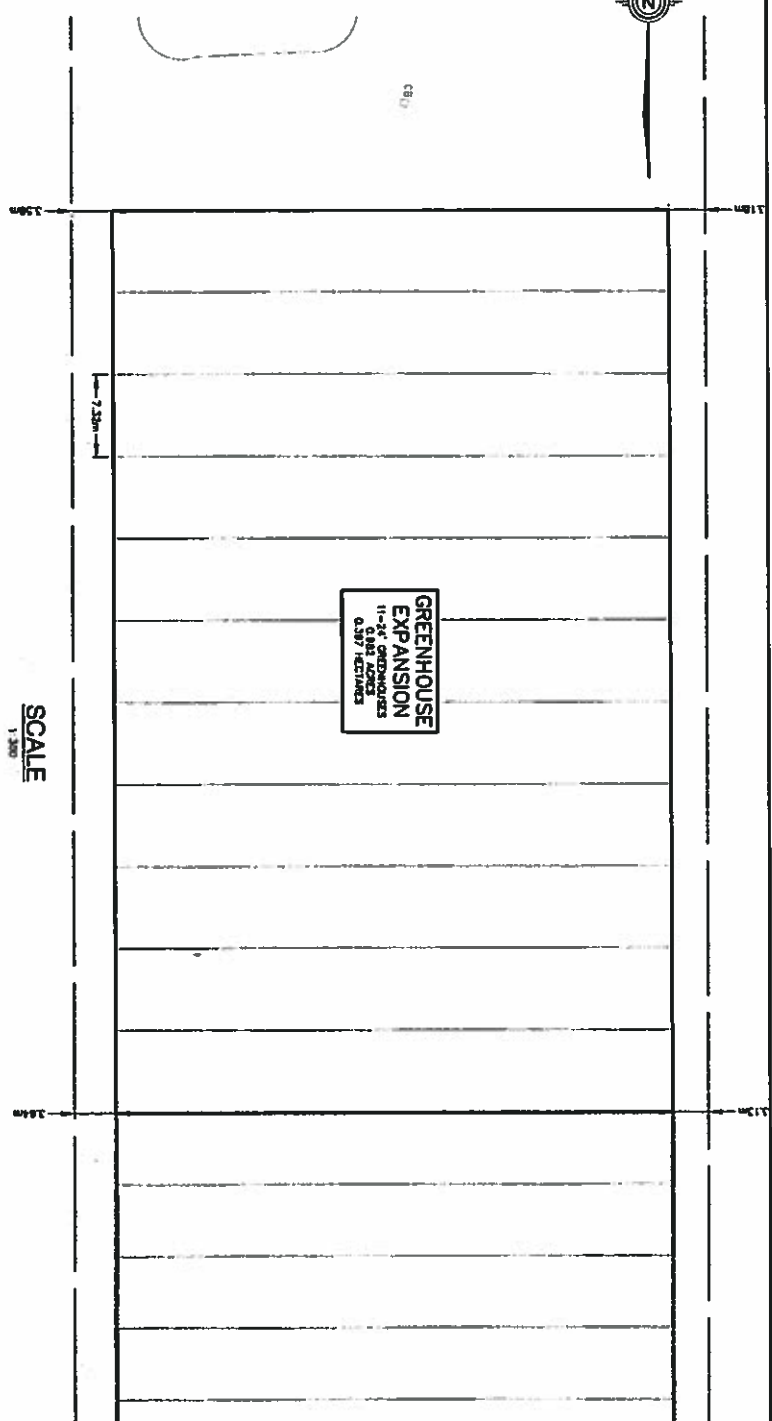
SITE PLAN

SITE DETAILS (210-2800)		20160422
EXISTING PROPERTY AREA =	4.889 Ha	
EXISTING BUILDING AREA =	1.178 Ha	
PROPOSED BUILDING AREA =	0.387 Ha	
PHASE 1 BUILDING COVERAGE =	0.085	
TOTAL BUILDING AREA =	1.573 Ha	
PHASE 1 BUILDING COVERAGE =	32.33%	

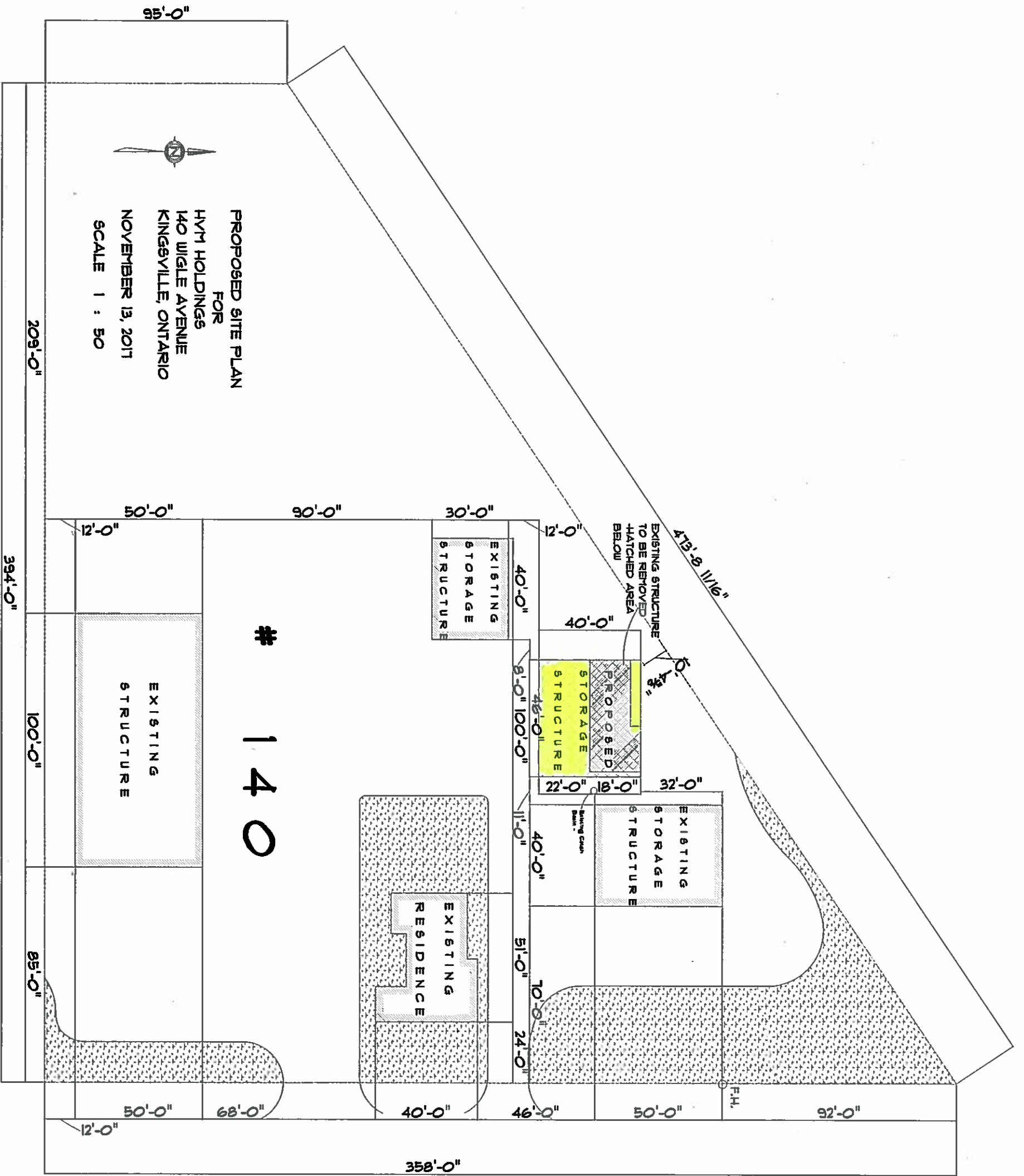
DESIGNED BY	DATE	PROJECT NO.	AS SHOWN
JK	APRIL 22, 2016	1	1
PROJECT NO.		ETB-020	



SCALE
1:500



SCALE
1:500



WIGLE AVENUE



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: December 20, 2017
To: Mayor and Council
Author: Jennifer Galea, Human Resources Manager
RE: Revised Job Description Director of Financial Services/ Treasurer
Report No.: CS-2017-024

AIM

Obtain Council approval of the revised Director of Financial Services/ Treasurer job description.

BACKGROUND

The current job description on file for Director of Financial Services/Treasurer was approved and created in July 2004. No revisions or amendments have been made since its approval.

DISCUSSION

In anticipation of advertising the vacant position, the Chief Administrative Officer completed a review of the existing Director of Financial Services/Treasurer job description (please refer to Appendix 'A') and proposed a number of changes to recognize the current tasks associated with the position and to emphasize the Leadership aspect of the role. Appendix 'B' is the revised draft job description for council review and approval.

The personnel committee has reviewed and approved the attached changes at the personnel committee meeting on December 20, 2017.

LINK TO STRATEGIC PLAN

Effectively manage corporate resources and maximize performance in day-to-day operations.

FINANCIAL CONSIDERATIONS

There are no direct financial costs associated with revising the job description.

CONSULTATIONS

Peggy Van Mierlo-West, Chief Administrative Officer
Personnel Committee

RECOMMENDATION

That Council approve the revised Director of Financial Services/ Treasurer job description.

Jennifer Galea

Jennifer Galea, CHRL
Human Resources Manager

Jennifer Astrologo

Jennifer Astrologo, B.H.K (hons), LL.B
Director of Corporate Services/Clerk

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

DIRECTOR OF FINANCIAL SERVICES

Job Requirements

- Requires graduation from a four- year university program and attaining a Chartered
- Accounting professional accounting designation.
- Knowledge of legislation and regulations pertinent to the financial function.
- Sound knowledge of computer and automated accounting systems and report writing.
- Preference minimum of seven years experience in a related municipal/financial environment.

Listing of Duties

1. Under the direction of the Chief Administrative Officer, the Director of Financial Services is responsible for the operation of the financial operations of the Town of Kingsville, providing cost benefit analysis of services and purchases, cash flow management, research and completion of various grant applications.
2. Directs in coordination with the C.A.O., the development and preparation of policies, procedures and systems necessary to ensure that effective controls are in place to protect financial affairs of the municipality.
3. Develop and coordinate, in conjunction with the C.A.O., the budget process and schedules for all departments in the municipality, including the monitoring of capital and working reserve funds.
4. Monitor, in collaboration with the C.A.O. and Department Managers, the budgets approved by Council.
5. Provides advice, reports and assistance to Council, C.A.O. and Department Heads regarding financial issues as they may affect the operation of the municipality.
6. Responsible for providing direction and supervision of employees in the municipal Financial Services Department.
7. Ensures that all required insurance coverage is in place for the municipality.
8. Ensures that the Financial Information Returns are submitted to the Province of Ontario and that the Performance Measures Returns are completed in conjunction with the C.A.O.
9. Ensures that the municipality's Financial Information Systems and software programs are kept up-to-date including employees.
10. Ensures that the payroll function of the municipality is operating in an efficient manner.
11. Prepare draft Financial Statement with notes.
12. Performs all other duties as required under the *Municipal Act* and other duties as assigned by Council or C.A.O. Attend Council meetings as required.



Job Specifications

Director Of Financial Services / Treasurer

1.0 POSITION SUMMARY

Reporting to the Chief Administrative Officer, the Director of Finance and Treasurer administers and monitors the finances of the Municipality, prepares budget estimates, calculates tax rates and provides financial and budget advice to the CAO, Department Heads, Council, Boards and Committees. They will direct and monitor the work of staff in the Treasury and Information Technology (I.T.) Departments, setting policies and procedures for the efficient delivery of Treasury services to the public.

2.0 RESPONSIBILITIES

1. Under the direction of the Chief Administrative Officer, the Director of Financial Services is responsible for the financial operations of the Town of Kingsville, providing cost benefit analysis of services and purchases, cash flow management, research and completion of various grant applications financial reporting requirements. In addition, the Director holds the statutory position of Treasurer and acts as an authorized officer of the corporation for all agreements, payments and related reporting.
2. Responsible for the oversight of the efficient and effective delivery of all main reception, cash receipting, taxation billing and collections, utility billing and collections, payroll and benefit processing, drainage and accounts receivable billing and collections of the municipality.
3. Responsible for managing, sourcing and reporting all long-term debt instruments and financial investments of the municipality to ensure the municipality's credit standing is protected.
4. Responsible for providing direction and supervision of employees in the Financial Services Department. This responsibility includes competency of the requirements under the Occupational Health & Safety Act as it translates to the ability to recognize hazards and the ability to incorporate recommendations and requirements accordingly.

5. Direct and monitor the work of staff in the Treasury and Information Technology (I.T.) Departments, setting policies and procedures for the efficient delivery of Treasury services to the public.
6. Ensures that all required insurance coverage is in place for the municipality including annual negotiation of renewal rates.
7. Represent the Town as a member of the POA Liaison Committee.
8. Perform Administrator function for MTO/ARIS Parking Infraction program requiring access/use of MTO Provincial Licence Plate Database to issue Notices of Impending Convictions, monthly and annual reporting to the MTO, balancing of parking ticket revenues, outstanding tickets and coordination of FTA meetings with external legal counsel.
9. Member of the Emergency Operations Centre (EOC) in the event of an emergency.
10. Act as a Commissioner of Oaths (secondary to Corporate Services Department staff).
11. Adhering to all corporate policies and procedures. Ensuring all staff operates within confines of policies and procedures. Ensures that occupational health and safety standards are strictly enforced in all areas and locations.
12. Monitoring the municipality's revenues and expenses. Identifying and reporting budget variances with recommendations to Department Managers, CAO and Council regarding adjustments. Coordinating monthly financial reporting to Department Heads, Boards and Council.
13. Overseeing the preparation and timely submission of financial statements, tax returns, financial reports and information required by external auditors.
14. Responding to inquiries from and liaises with taxpayers, citizen's groups/associations, special interest groups, commercial interests, other governments or agencies and representatives of the financial community.
15. Preparing and submitting annual business plan and budget (operating and capital) for the Finance Department. Monitoring the performance of the department, the strategic plan and budget. Initiating corrective action as necessary.
16. Developing and updating annual Capital and Operating Budget based on information supplied by Department Heads for consideration by CAO and

presentation to Council. Preparing financial reports for Council and Finance Committee.

17. Implementing approved financial policy and enforcing all financial by-laws and policies.
18. Accessing and taking advantage of grants, subsidies and other sources of funding available to Municipality through a variety of ministries or agencies.
19. Providing advice to CAO and council on the state of the Municipality's finances and on actions required to meet municipality's financial obligations and objectives.
20. Developing and recommending new or revised policies for department to ensure effective functioning.
21. Ensuring appropriate internal controls are in place to secure municipal assets. Overseeing municipal insurance plans and works with the CAO on risk management issues.
22. Establishing operating procedures, work methods and standards covering the corporate chart of accounts, accounts payable, accounts receivable, capital asset sub-ledger, tax billing/collection, tax write-offs/tax sales and the preparation of monthly, quarterly and annual financial statements and accounts.
23. Keeping the CAO informed of activities and operations. Analyzing and providing remedies to problems/potential problems.
24. Attending Committee, Council, Department Head and other meetings as required.
25. Participating as a member of the Senior Management Team providing input on departmental/municipal planning and strategic initiatives.
26. Performing other duties as assigned in accordance with corporate objectives.

3.0 QUALIFICATIONS

1. Completion of a post-secondary honours degree in Accounting, Business, Finance or equivalent, with a minimum of eight (8) years' experience in a related role and attainment of a CPA, CA professional accounting designation.
2. Knowledge of legislation and regulations pertinent to the financial function.

3. Sound knowledge of computer and automated accounting systems and report writing.
4. Ability to effectively and efficiently manage staff in an unionized environment
5. Superior knowledge of municipal finance, revenue and expenditure controls and asset management;
6. Proven management experience with an effective ability in linking organizational and departmental goals and objectives;
7. Excellent leadership skills with an ability to communicate effectively with all levels of staff, elected officials, the business community and general public, with experience providing direction to staff;
8. Possess superior oral and written communication and interpersonal skills;
9. Effective analytical, research, presentation, negotiation, collaboration, conflict resolution and project/time management skills;
10. Ability to work a variety of shifts as required, including: days and evenings;
11. Ability to provide a valid class G Ontario driver's license with an appropriate drivers' abstract and clean criminal reference record upon hire;
12. Ability to lead, work with and contribute positively to a service oriented team.

4.0 WORKING CONDITIONS

Work is in an office environment on a 35 hour work week with some after-hours work required.

5.0 WAGE RATE

\$105, 583 - \$131, 979 (Salary Group 10)

Comprehensive benefits package.

Non-union position.



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
kingsvilleworks@kingsville.ca

Date: January 8, 2018
To: Mayor and Council
Author: Roberta Baines, Deputy Clerk – Administrative Services
RE: 2018 Cat Spay and Neuter Voucher Program
Report No.: CS-2018-02

AIM

To provide an update on the Windsor-Essex County Humane Society Cat Spay and Neuter Voucher Program ("Voucher Program").

BACKGROUND

The Town has participated in the Voucher Program since 2014 in an effort to help control the overpopulation of feral cats. Last year the Town allocated \$6,500 in the animal control budget towards the Voucher Program. Administration allocated funds between feral cats (\$5,750) and qualified families (\$750). Each voucher is worth \$75 and is valid for 90 days.

The voucher is redeemed at participating veterinarian clinics and the remaining amount owing is the responsibility of the resident. Most costs associated with the surgery are covered by the voucher amount. Veterinarians honoring the vouchers are required to authenticate the voucher through the identification of the applicant. The veterinarian must invoice the Town with the signed voucher attached within 30 days of performing the surgery.

DISCUSSION

The Voucher Program is advertised through the Town's website, digital sign, social media and the newspaper when the applications for vouchers are available. Historically vouchers have been available May 1 each year. The overall response from residents has been positive; however the funds allocated to qualified families is consistently underutilized. Administration will continue to raise awareness for low income vouchers through advertising to residents in an effort to increase participation.

In 2017, the Town only allocated \$6,500 towards the Voucher Program. All vouchers were issued, except one. As of December 29, 2017 the Town has paid \$3,300 in invoices which

is a little over half of the vouchers that were issued. Nineteen of those vouchers have a December expiry date; which explains outstanding invoices to be received from participating veterinary clinics. It should be noted that approximately six residents advised they were having difficulty trapping the feral cats in order to bring them in for the procedure. When requested, voucher expiry date extensions were granted. The trapping issue might be the main reason why some vouchers will not be redeemed.

With the implementation of the ear-tipping requirement in 2017 for feral cats, this program continued to be in high demand with residents. We received a positive response from both the veterinary clinics and the residents regarding this new requirement. The benefits of ear tipping include: identification that feral cats are being cared for within our community, reduction of stress on the cat in being recaptured, and financial control and accountability of the Voucher Program.

LINK TO STRATEGIC PLAN

Promote the betterment, self-image and attitude of the community.

FINANCIAL CONSIDERATIONS

The financial consideration is that \$6,500 be allocated from the Animal Control Budget for 2018 Cat Spay and Neuter Voucher Program.

CONSULTATIONS

Jennifer Astrologo, Director of Corporate Services/Clerk
Sandra Zwiers, Director of Financial Services
Windsor Essex County Humane Society

RECOMMENDATION

That Council receive the 2018 Cat Spay and Neuter Voucher Program Report for information and defer the 2018 Voucher Program until budget is approved.

Roberta Baines

Roberta Baines, BA
Deputy Clerk – Administrative Services

Jennifer Astrologo

Jennifer Astrologo, B.H.K. (Hons), LL.B
Director of Corporate Services/Clerk

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
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kingsvilleworks@kingsville.ca

Date: December 12, 2017
To: Mayor and Council
Author: Roberta Baines – Deputy Clerk Administrative Services
RE: 2018 Cat Intake Program – Windsor Essex County Humane Society
Report No.: CS-2018-01

AIM

This report is to provide Council with a recommendation to approve the agreement between the Windsor/Essex County Humane Society ("Humane Society") and the Town of Kingsville for the Intake of Cats Program ("Program").

BACKGROUND

Since 2005, the Town has participated in this Program and the current agreement expired on December 31, 2017. The Program is a service provided by the Humane Society created to address the number of stray cats running-at-large within the Town and to provide drop-off location for residents. Stray cats that are surrendered can be categorized in two ways:

- 1) cat is adoptable: it is friendly, comfortable with human contact and may have wandered from home or has been abandoned by its owner; and,
- 2) cat is wild or feral: has clearly been living outside, not comfortable with human contact and is unadoptable.

The cat is examined and vaccinated by the Humane Society, and if it is healthy, it will be released back into the area. Since the program's launch, more than 1300 stray cats have been dropped off from Kingsville. In the past three years there has been a decline in the number of stray cats being dropped off from 143 cats in 2013 to 91 cats in 2016. This downward trend hopefully will continue for 2018.

DISCUSSION

The Humane Society has provided a new agreement for the 2018 calendar year for the Cat Intake Program with the following change:

- waiving co-pay for residents bringing in stray cats with the full cost of \$25 billed to the Town (previously \$10 resident co-pay and \$20 billed to Town)

Although costs to provide this service have increased, the fee has not changed since inception of this program. The Humane Society notified the Town last year that this change would be implemented for the 2018 calendar year. The main reason for the elimination of the resident co-pay is the frustration expressed from residents with this cost. Additionally, most Ontario municipalities do not require residents to pay to bring in stray animals. However, it has been noted that residents are often willing to provide a donation to help the cat they bring in when asked.

The following other monetary provisions remain the same for the 2018 agreement:

- The \$25 fee for the daily cost of quarantining a cat from Kingsville, if required
- Owner surrendered cats will be accepted by Humane Society for the full intake fee of \$25 paid entirely by owner

These fees are collected and billed to the Town on a monthly basis. The Humane Society is requesting that the Town be financially responsible for the stray cat intake fee of \$25. Removing the resident co-pay fee is ensuring the welfare of stray cats and continue the program's ongoing success. The City of Windsor adopted this change for 2017 and all neighbouring municipalities were notified of this change.

LINK TO STRATEGIC PLAN

Promote the betterment, self-image and attitude of the community.

FINANCIAL CONSIDERATIONS

The cost for the Intake of Cats Program in 2017 Animal Control Budget was \$2,500 and a 2018 budget item to remain the same financial allocation of \$2,500.

CONSULTATIONS

The Windsor Essex County Humane Society
Senior Management Team

RECOMMENDATION

That Council receive the 2018 Cat Intake Program Report and approve the agreement between the Windsor/Essex County Humane Society and the Town of Kingsville for the continuation of the 2018 Cat Intake Program.

Roberta Baines

Roberta Baines, B.A.
Deputy Clerk – Administrative Services

Jennifer Astrologo

Jennifer Astrologo, B.H.K. (Hons), LL.B.
Director of Corporate Services

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer



2021 Division Road North
Kingsville, Ontario N9Y 2Y9
(519) 733-2305
www.kingsville.ca
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Date: January 8, 2018
To: Mayor and Council
Author: Kingsville Accessibility Advisory Committee
RE: Draft 2018 Accessibility Plan for the Town of Kingsville
Report No.: CS-2018-03

AIM

To provide the 2018 Accessibility Plan for the Town of Kingsville. The Accessibility Plan is a measure taken by the Town of Kingsville for the 2018 fiscal year to identify, remove and prevent barriers to people with disabilities that utilize the facilities and services of the Town and ensure that Council is aware of their responsibilities and consequences when the accessibility problems identified are not corrected or eliminated.

Objectives

- Describe the process by which the Town of Kingsville will identify, remove and prevent barriers to people with disabilities.
- Review earlier efforts to remove and prevent barriers to people with disabilities.
- List the facilities, policies, programs, practices and services the Town will review in the coming year to identify barriers to people with disabilities.
- Describe how the Town will make this Accessibility Plan available to the public.
- Address meeting the challenges of the Integrated Accessibility Standards Regulation between 2018 and 2025.

BACKGROUND

The Ontarians with Disabilities Act, 2001 came into full force and effect on December 14, 2001. The purpose of the Act is to “improve opportunities for people with disabilities and to provide for their involvement in the identification, removal and prevention of barriers to their full participation in the life of the Province”. The Accessibility for Ontarians with Disabilities Act, 2005 (AODA) introduced obligations for broader public and private sectors to achieve greater accessibility for people with disabilities. The five standards for accessibility are: customer service; transportation; information and communications; employment and built environment.

The Province enacted on July 1, 2011 the Integrated Accessibility Standards Regulations 191/11 under the AODA. The Standard for Transportation, Standard for Communications and Information and Standard for Employment are combined under one Regulation.

Definition of Disability

The AODA has defined disability as:

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and without limiting the generality of the foregoing, includes diabetic mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device.
- (b) A condition of mental impairment or a developmental disability.
- (c) A learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language.
- (d) A mental disorder, or
- (e) An injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Definition of Barrier

The AODA defines a barrier as: anything that prevents a person with a disability from fully participating in all aspects of society because of his or her disability, including a physical barrier, an architectural barrier, an information or communications barrier, an attitudinal barrier, a technological barrier, a policy or a practice.

Each Municipality is obligated to prepare an Accessibility Plan identifying barriers that exist and to identify actions to be taken by the Municipality in the removal of these barriers. The plan must be prepared by the Municipality's Accessibility Advisory Committee and adopted by Council.

Impact or Cost of Non-Compliance

In the event that the Town does not comply with the AODA there is potential risk to the Town for fines recoverable under the Provincial Offences Act.

Council Commitment to Accessibility Planning

The Council of the Corporation of the Town of Kingsville committed in 2002 by Resolution 585-2002 and further to:

- the continual improvement of access to all municipally owned facilities, premises and services for all those with disabilities;
- achieve compliance with the Provincial Accessibility Standards and compliance dates as set out from time to time by the Province;
- adoption of the annual Town of Kingsville Accessibility Plan; and
- the delivery of accessible goods and services in compliance with the Ontario Accessible Customer Services Standard.

DISCUSSION

2016-2017 Accomplishments

- An Accessibility Newsletter was developed
- Alzheimer Workshop was hosted
- Customer service training on accessibility

- Accessible swing sets in new parks
- Bocce Court at arena complex is accessible
- Review process for new municipally owned buildings included development of checklist
- Town website content and making documents accessible. Ongoing with anticipated completion date 2021 on being fully compliant
- New and reconstructed sidewalks are compliant with accessible standards

2018 Goals

- Redesign of self-help counter in municipal building to accessible standards
- Anticipated accessibility workshop coordinated with BIA for business owners
- Inspection of Cedar Island Park newly replaced washrooms

Integrated Accessibility Standards Regulation

The Information and Communications standard outlines how large and small public and private organizations are required to create, provide and receive information and communications in methods that are accessible for people with disabilities. The Corporation of the Town of Kingsville is considered a large organization in terms of the Integrated Accessibility Standards Regulation 191/11. The Town of Kingsville website was upgraded and made accessible, based on minimum standards including W3C Web Content Accessibility Guidelines 2.0 and implement semantic mark-up conforming to Accessibility for Rich Internet Applications, Accessible E-Text, Accessible Software and User Interface.

The add-on software of BrowseAloud to the Town website (including; www.kingsville.ca; www.kingsvilleheritage.ca; www.migrationfestival.ca; www.kingsville.on.ca; www.MYKingsville.ca and www.fantasyoflights.ca) as assistive technology for persons with learning disabilities such as dyslexia, literacy difficulties, and visual impairments was completed. The Town website is compliant with the accessibility standards when the upgrade was completed and was included in the 2010 Accessible Customer Service Standard compliance report submitted.

Emergency procedures, plans and public safety information are provided in accessible formats and with communication supports upon request. The compliance date for this requirement was January 1, 2012. This matter was reviewed with the Fire Department in consultation with the Ontario Fire Marshall Office and Association of Fire Prevention Officers.

Accessibility Policies have been developed by the Town of Kingsville including the Accessible Customer Services Standard Policy in accordance with the AODA.

The Employment Standard is to assist the employer in making its employment practices and workplace more accessible to potential and existing employees with disabilities. These include recruitment, assessment and selection to accommodate job applicants with disabilities. The compliance date for the above procedures and policies to be in place was January 1, 2014. By January 1, 2012 organizations were required to provide their employees with disabilities of emergency response information and tailored to their needs.

The Transportation Standard applies to municipalities that provide conventional transportation services and license taxicabs. Information is to be made available to the public in an accessible format on the taxicabs and where conventional public transportation services are available. A metal plate is to be affixed to the rear bumper of each taxicab with the registration I.D. and information containing the name of the municipality and taxicab license number. Taxicab companies are not to charge persons with disabilities a higher fare or a fee for the storage of their wheelchairs, canes and walkers, etc. The compliance date was January 1, 2012.

The Accessibility Advisory Committee had worked with local businesses to identify areas of accessibility concerns to meet the Accessible Standards for Customer Service through consultation with the BIA and individual business requests. The Committee provided assistance to the businesses to direct them to the Ministry of Community and Social Services for information as to how they can achieve compliance with the Accessible Standard for Customer Service. The Committee reviewed certain site plans in conjunction with the Planning Advisory Committee to ensure compliance with the Ontarians' with Disabilities Act.

The Committee has and continues to review any building plans for properties owned, rented or leased by the Town. Effective recommendations are to be communicated to Council and Administration prior to construction and post-construction site inspection by the Committee.

Barrier Identification Methodology

The methodology used was consultation with Municipal Services to identify and prioritize improvements, renovation and removal of restrictions to the facilities. The Committee recommends the 2018 Accessibility Plan shown on the attached Appendix 'A'.

Review and Monitoring

The Council would review the Accessibility Plan created annually by the Committee. The Plan provides the Council, staff and the public the ability to monitor the barriers identified and the direction to which the Town is moving to remove all barriers under the AODA. The Committee will continue to communicate with the Kingsville BIA and other interest groups their mandate and provisions of the new provincial legislation with respect to private sector involvement in removing barriers to accessibility for persons with disabilities. The Committee promotes increased awareness sensory barriers, physical barriers and intellectual barriers in the Town of Kingsville. The Committee may review site plans and drawings, prepared in accordance with Section 41 of the Planning Act and work with through the Development Services Department to provide comments on accessibility issues, as required. The Committee is to complete other tasks as referred by Council or required by Provincial regulations.

Communication of the Plan

This plan will be available on the Town of Kingsville website in text format, as well as available at the Municipal Office, Clerk's Department. The Kingsville Accessible Customer Services Standard provides for alternate formats of communication for individuals/groups be used. The Plan will also be posted on the Official Town Website www.kingsville.ca.

LINK TO STRATEGIC PLAN

Strive to make the Town of Kingsville a more accessible community.

FINANCIAL CONSIDERATIONS

The 2018 Accessibility Advisory Committee budget request consists of \$2,100 for the Textnet telephone line. Total Operating budget request including Committee honorarium and training is \$4,500. All new staff including members of Council, Committees and Boards requires training under the Accessible Customer Services Standards.

CONSULTATIONS

Kingsville Accessibility Advisory Committee and Municipal Services.

RECOMMENDATION

That Council endorse the 2018 Accessibility Plan and to review the plan every 12 months.

Respectfully submitted,

T. Neufeld

T. Neufeld
Chairperson/Kingsville Accessibility Committee

R. Baines

R.Baines, BA
Deputy Clerk – Administrative Services

J. Astrologo

J. Astrologo, H.K.B. (Hons), LL.B.
Director of Corporate Services/Clerk

Peggy Van Mierlo-West

Peggy Van Mierlo-West, C.E.T.
Chief Administrative Officer

Appendix 'A'
Draft 2018 Accessibility Plan

Table 1 barriers and accomplishments

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
Year 2018			
Self-Help Counter in reception area of Municipal Office	Physical/ Architectural	Design accessible counter as current height of counter is not accessible	Incomplete
Cedar Island Park	Architectural	Outdoor washrooms to be replaced	Inspect washrooms in spring 2018
Accessibility Workshop	Attitudinal	Develop and coordinate with BIA an accessibility workshop for business owners	Anticipated workshop date in 2018
Year 2017			
Sidewalks	Physical	New sidewalks and reconstructed sidewalks are made accessible, AODA compliant	Ongoing
Town Website	Technology	Website content and documents will be accessible	Ongoing with completion date in 2021
Review process for new municipally owned buildings	Architectural	Develop checklist for review process	
Year 2016			
Accessibility Newsletter	Attitudinal	Open communication	Quarterly issues
Alzheimer's Workshop	Attitudinal	Education	September 2016
Cedar Island Park	Architectural	Outdoor washrooms to be replaced	Washrooms to be inspected after completion
Bocce Court at Arena Complex	Architectural	Recommendations to PRAC Committee on accessible design of bocce court	Site visit conducted at completion
Customer Service	Attitudinal	Continued compliance with the Customer Service Standard through training conducted for all new members of Town Council, Committees, Boards, staff and volunteers	Ongoing – staff were provided training through HR Downloads program
Kingsville Parks	Architectural	Accessible swing sets	Committee to inspect. All new parks are designed to be accessible
Downtown on-street parking	Physical	Propose designated 'limited mobility' parking space	Council requested Administration prepare a report on designated parking spot at Municipal

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
			Office
Year 2015			
Cedar Island Park	Architectural	Outdoor washrooms to be replaced	Review concept plans for renovations
Lakeside Park	Architectural	North door access ramp to Pavilion to be repaired	Ramp repaired
Kingsville Municipal Offices	Architectural	Committee to inspect renovated municipal building facilities for accessibility	Inspected in 2015
Cottam Splash park	Architectural	Committee to inspect new splash park and walkway for accessibility	Inspected in 2015
Recreational pathways	Architectural	Recommend support of the Master Recreation Plan for recreation paths to be paved	Future inspection upon completion
Customer service	Attitudinal	Continued compliance with the customer service standard through training conducted for all new members of Town Council, Committees, Boards, staff and volunteers	Ongoing

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
2014 and previous			
Ruthven Public Library	Architectural	Committee inspected the front entranceway to ensure its accessible	Completed in 2014
Outdoor Sidewalk cafes	Architectural	Committee inspected and provided comments regarding the minimum sidewalk width for accessibility	Completed in 2014
Kingsville Arena	Architectural	Second floor mezzanine area to be visible.	Completed inspection in 2014
Kingsville O.P.P. Detachment	Architectural	Committee reviewed and inspected the detachment for accessibility	Completed in 2013
	Accessible Parking space in front of Detachment	Committee inspected the designated accessible parking space	Completed in 2013
Lakeside Park	Architectural	Outdoor washrooms to be made accessible.	Completed 2013
Lakeside Park	Architectural	Stairs to lower area at beach to be replaced with accessible ramp.	Completed 2013
		Committee review and inspection of walkway, railings, handicap parking, washroom facilities and playground equipment.	Committee reviewed and provided recommendations in 2012
Kingsville Arts and Visitor Centre	Architectural	Renovations include installation of an elevator, accessible washrooms, interior renovations to the library and accessible rear entrance.	Committee inspected the Library in 2012 following construction works and grand opening.
		architectural plans for the addition of a side entrance	Review completed in 2011
Lack of database of persons with disabilities for use by emergency personnel only	To improve emergency services responding to emergencies involving people with disabilities.	Identify whether Textnet communication devices are available in each household where a person with a disability resides via public	Some concerns were raised over privacy and legal right to collect personal information.

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
		education of the reverse 911 service.	County of Essex Emergency staff is pursuing this issue.
Cedar Island Park	Architectural	Outdoor washrooms to be accessible	Committee reviewed the washrooms in 2012
Lakeside Park	Architectural	North Door Access ramp to Pavilion is too steep. Stairs to lower area at beach to be replaced with accessible ramp.	Follow up required in 2014 Completed 2013
Former Lion's Hall	Architectural	Sidewalk located at east entrance require curb cut for accessibility	Committee inspected in 2012 with curb cut completed
Kingsville Library	Architectural	Ensure the facility is barrier-free	Committee inspected the library in 2010 and is fully accessible
Kingsville Arena	Architectural	Renovated Arena including accessibility seating. greater visibility and public safety done in the seating area. Installation of sidewalk at the north side entrance and 3 handicap parking Power assisted doors from main lobby to elevator lobby and delay door closing. Adjustment to washroom privacy walls to allow for better access doors to all washroom stalls adjusted to swing outward. Relocated vending	Committee reviewed in 2012 Completed 2008 Completed 2005 Completed 2004/05 Completed 2003

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
		machines from the Men's washroom.	
Kingsville Municipal Offices	Technology	TTY service installed at Municipal offices with FM Receiver for Council Chambers	Completed 2009
	To provide appropriate seating for people with mobility disabilities.	Purchased one osculating, adjustable height chair on casters.	Completed 2007
	Architectural	Re-located interior power assisted door button at main entrance	Completed 2006
Provide the Town website as accessible to persons with disabilities.	Physical and Intellectual	Website designed with adaptive BrowseAloud software with accessibility features. Is compliance with Integrated Accessibility Standards Regulation 191/11	Compliant with Ontario Accessibility Standard.
Physical, attitudinal, mental and learning disabilities of people using the goods and services provided by the Town.	Ontarians With Disabilities Act, 2005 and the Customer Service Standard regulations.	Develop the required policies and staff training under the Ontarians with Disabilities Act, 2005 and the Customer Services Standard.	In 2010 Accessible Customer Services Standard adopted by the Council, sensitivity training to staff, committees and third party suppliers ongoing to ensure accessible delivery of goods and services.
Architectural	Unico Building	The Committee to provide input relative to the accessible design of the future use of the building.	The Committee provided input in 2010.
Lakeside Pavilion	Architectural	South door lip installed to patio. Remote operated entrance doors	Completed 2009 Completed 2005
		6-8" of block wall removed in both Men's and	Completed 2004

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
		Women's washrooms. Eliminate lip on the ramp of the north side of pavilion. 1 – 2 feet of left side of stage removed to allow access to Women's washroom	Completed 2003
Ruthven Library	Architectural	Power assisted double doors with one control installed. Curb cut done at library door Relocated equipment stored in the handicap accessible washroom Place bar on wall of washroom	Completed 2003 Completed 2003 Completed 2005 Completed 2003
Cottam Library	Architectural	Installed remote power operated single door Washroom entrance widened.	Completed 2003 Completed 2003
Ridgeview Park Recreation Centre	Architectural	Committee inspected the new facility in 2008.	Completed 2008
North (Cottam) Fire Hall	Architectural	The Committee to tour the new facility.	Completed 2008
South (Kingsville) Fire Hall	Architectural	Convert and renovate women's washroom to a fully accessible Family washroom. Ornamental fire hydrant removed.	Completed 2003 Completed 2003
Lack of available transportation services for people with disabilities.	To assist where possible in finding solutions to the lack of available transportation for disabled persons.	Provide opportunity for partnerships with the County of Essex. Encourage Erie Shores Transit to participate in consultation with stakeholders.	Ongoing
People with disabilities who are not able to attend a	Assist with any volunteer home delivery program in partnership	Contact Essex County Library administration to investigate Outreach	Completed 2006

Appendix 'A'
Draft 2018 Accessibility Plan

Barrier	Type of Barrier	Strategy for Removal or Prevention	Completion Status
library have limited options to receive library material.	with the County of Essex library system.	program and service delivery to persons with disabilities.	
Sidewalk curb-cut	Recommend curb-cut on the sidewalk located on the south side of Main Street across from Chestnut Street	The Municipal Services completed curb cut as part of the 2008 sidewalk replacement project.	Completed 2008



**REGULAR MEETING OF COUNCIL
MINUTES**

Monday, December 11, 2017

7:00 PM

Council Chambers

2021 Division Road N

Kingsville, Ontario N9Y 2Y9

Members of Council

Mayor Nelson Santos
Deputy Mayor Gord Queen
Councillor Susanne Coghill
Councillor John Driedger
Councillor Tony Gaffan
Councillor Thomas Neufeld
Councillor Larry Patterson

**Members of
Administration**

P. Van Mierlo-West, CAO
S. Zwiers, Director of Financial Services
K. Vegh, Drainage Supervisor
P. Valore, Chief Building Official
M. Olewski, Building Inspector/By-law Enforcement Officer
R. Sassine, By-law Enforcement Officer
R. Baines, Deputy Clerk-Administrative Services
S. Kitchen, Deputy Clerk-Council Services
R. Brown, Manager of Planning & Development Services
(@ 7:50 p.m.)
M. Durocher, Parks & Recreation Program Manager
(@ 9:15 p.m.)
Jennifer Galea, Human Resources Manager (@ 9:15 p.m.)
K. Girard, Municipal Services Manager (@ 9:15 p.m.)
T. Del Greco, Manager of Municipal Facilities and Property
(@ 9:15 p.m.)

R. McLeod, Manager of Financial Services (@ 7:25 p.m.)
A. Plancke, Director of Municipal Services (@ 9:15 p.m.)

Absent: Director of Corporate Services/Clerk J. Astrologo (on personal business)

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 7:00 p.m.

B. MOMENT OF SILENCE AND REFLECTION

Mayor Santos asked those present to stand and observe a moment of silence and reflection to be followed by the playing of O'Canada.

C. PLAYING OF NATIONAL ANTHEM

D. DISCLOSURE OF PECUNIARY INTEREST

Mayor Santos reminded Council that any declaration is to be made prior to each item being discussed and to identify the nature of the conflict, if any, as the agenda items come forward.

E. PRESENTATIONS/DELEGATIONS

1. Chief Building Official Peter Valore was in attendance to introduce Michael Olewski (Building Inspector) and Robert Sassine (By-law Enforcement Officer)

CBO Peter Valore introduced Building Inspector/By-law Enforcement Officer Michael Olewski, and also introduced By-law Enforcement Officer Robert Sassine.

F. MATTERS SUBJECT TO NOTICE

1. Engineer's Report Consideration-Ruscom River Drain

Gerard Rood, P. Eng. and Ken Vegh, Drainage Superintendent

i) Notice of Meeting to consider the Engineer's Report, dated November 9, 2017;

ii) Rood Engineering Inc., Consulting Engineers Report for the Ruscom River Drain (Bank Protection Part Lot 21, Concession 9, Geographic Township of Gosfield North; REI Project 2015D013), dated September 27, 2017;

iii) Proposed By-law 118-2017, being a By-law to provide for the repair and improvements to the Ruscom River Drain, in the Town of Kingsville, in the County of Essex, to be provisionally adopted at this Regular Meeting.

Engineer Rood presented the Engineer's Report dated September 27, 2017. He also stated that there were some discrepancies within the assessment schedule as a result of severances, property amalgamations. etc., which were not present in the original information. Engineer Rood has prepared an updated schedule, and he recommended that the updated Schedule of Assessment be mailed with the Notice for the Court of Revision to all assessed owners.

Comments from the audience:

Mr. J. Langpeter, 1062 Road 6 E. asked for clarification as to where the drainage works start, due to his concerns pertaining to the poor condition of an existing sheet pile wall located at an area near the beginning of the drainage works. Mr. Rood explained that that section of the concrete wall (refer to sketch marked as Appendix "REI-E" to Report) was repaired by the County in 2016 as part of bridge improvement works. Mr. Rood indicated that that repaired sheet pile wall (together with the repaired portion adjacent to the wall) would remain stable and in good repair for 25 years or more. Mr. Vegh indicated he would schedule a meeting with Mr. Langpeter to show him such repairs.

There were no further comments or questions.

Mayor Santos stated that the updated Schedule of Assessment will be circulated to assessed owners with the Notice of Court of Revision.

768-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council adopt the Engineer's Report prepared by Rood Engineering Inc. dated September 27, 2017 (REI Project 2015D013) (including the updated Construction Schedule of Assessment filed at this Regular Meeting); read By-law 118-2017, being a by-law to provide for the repair and improvements to the Ruscom River Drain in the Town of Kingsville, in the County of Essex a first and second time; and Schedule Court of Revision for a future date.

CARRIED

2. PUBLIC MEETING--Proposed Development Charges By-law and Background Study--Presentation by Gary Scandlan from Watson and Associates Economists Ltd.

Mr. Gary Scandlan and Ms. Sandra Zwiers, Director of Financial Services were in attendance.

Mayor Santos stated that this public meeting is being held under Section 12 of the *Development Charges Act, 1997* to give the public an opportunity to ask questions, provide comments, and make representations on the Development Charges Background Study.

i) Notice of Public Meeting, dated November 8, 2017

ii) Town of Kingsville Development Charges Background Study, dated November 8, 2017 including Appendices A to G.

Mr. Scandlan presented the Watson & Associates Economists Ltd. powerpoint presentation dated December 11, 2017 entitled 'Town of Kingsville 2017 Development Charges Public Meeting'. He explained the timelines for the DC process, a general overview of the process, and how the development charges are calculated, as detailed within the presentation.

Comments from Council:

Councillor Neufeld referred to Table ES-1 wherein bunk houses are included as a residential category. Mr. Scandlan explained the method of calculation.

Councillor Driedger asked for clarification in relation to Section 6 wherein it states that the Cottam area DCs have been discounted 50% from the calculated rates.

Ms. Zwiers explained that that discount was a Council decision at the time of the by-law adoption in an effort to bring development charge costs down in that area.

Ms. Coghill asked for an explanation as to the forecasted exemptions for greenhouses.

Mr. Scandlan clarified the exemption provisions set out in sections 3.5 to 3.9, including the provision that development charges shall not be imposed with respect to an enlargement to an existing dwelling unit, nor with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by fifty (50) per cent or less. If Council wished to adopt reductions or exemptions for greenhouses, they can do so as part of the by-law approval process.

Mayor Santos stated that the Study identifies some projects (e.g. parkland areas) that have already been installed this year and for which the Town has made allowances under the current budget. He asked why those projects would be included now. Ms. Zwiers and Mr. Scandlan explained those calculations are reconciled and adjusted as part of reserve fund adjustments resulting in no net difference. This presentation is consistent with the existing Background Study.

Comments from the public:

James Cornies, 1545 Kratz Road, commented that he understands that the proposed development charge background study potentially poses quite an impact to the greenhouse industry and he hoped that Council would look at that carefully and not stall the future expansion of the greenhouse industry; that Council look at what other municipalities are doing.

Walter Branco, 1703 Noah Court, Ruthven asked that the building industry be notified in advance of the increased charges. He stated most builders are building six months in advance. He also requested a phase-in approach.

Jo-Anne Winger, 104 Fox Street, Cottam, asked how the phase-in would affect the bottom line in Kingsville.

Ms. Zwiers indicated that in 2013, prior to the adoption of the Development Charges By-law, there was an opportunity for developers to pre-purchase building permits. Only one developer took advantage of that opportunity. Should Council choose to offer a similar opportunity in early 2018 they may do so.

Cindy Prince, Amico, commented that Amico did take advantage of the opportunity to pre-purchase building permits at that time, and asked that Council consider that option once again. She stated that Amico is again in the same position, having made certain commitments, and not being aware of the potential increase.

Ms. Winger stated that she recalled Ms. Zwiers referencing a \$1,200 fee for a number of developers. Ms. Zwiers indicated that she will look into that and advised that all Town of Kingsville fees and charges are set out in the Town's fees and charges by-law.

There were no other questions or comments from the public.

Mayor Santos asked for further information regarding breakdown information pertaining to the proposed merging of wastewater rates across the municipality, rather than separately as is currently done.

Ms. Zwiers indicated that statistical information in this regard (a pre and post analysis) could be provided as new information for further consideration. The merging of rates is being proposed to match the philosophy of unified fees across the entire municipality similar to what occurred with property taxes and water rates since amalgamation.

Mayor Santos stated that he does not have a concern in this regard, but requested the breakdowns (for both water and wastewater).

Councillor Driedger asked if sewage system capacities could be included in this conversation, as Cottam is currently at capacity.

Ms. Zwiers commented that on page 5-24 of the report Administration has identified specific waste water services and the need for future expansion (7 identified projects) and that further discussion in this area would be appropriate. A further report from Director of Financial Services S. Zwiers with additional information, together with the By-law, will be brought back to Council on January 8, 2018.

769-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

That Council receive the Town of Kingsville Development Charges Background Study of Watson & Associates Economists Ltd. dated November 8, 2017 and direct Administration to update the Development Charges By-law for consideration on January 8, 2018.

CARRIED

3. PUBLIC MEETING--Zoning By-law Amendment ZBA/20/17 Edward Remark & Sons Limited – Owner; The Corporation of the Town of Kingsville - Applicant; VL ES Jasperson Drive Part of Lot 3, Concession 1 ED Part 4, RP 12R 6302

Manager of Planning and Development Services.

i) Report of R. Brown, Manager of Planning and Development Services, dated November 30, 2017 with attached Appendices A, B, C and D.

ii) Proposed By-law 126-2017, being a by-law to amend By-law 1-2014, the Comprehensive Zoning By-law for The Corporation of the Town of Kingsville.

Mr. Brown presented his Planning Report and Appendices thereto.

Comments from the audience:

Cindy Prince, representing Amico Properties, reminded Council that Amico oversized the sanitary trunk for the lands on the south-east side of Jasperson and that Kingsville is to make best efforts to reimburse Amico those costs. She indicated that Amico has no issue with the Application.

James Cornies, President, Cornies Farms Ltd., 1545 Kratz Road, stated that, as detailed in his correspondence dated November 8, 2017, an agreement was made with the previous owner to allow a sanitary hook up to his property line. He stated that his correspondence has been filed with the Town setting out his farming practices and his aforesaid concerns regarding the sanitary hook up, and that he has no objection to the proposal.

Walter Branco, 1715 Kratz Side Road stated that with respect to his lands to the northeast of the subject property, the intent for servicing is that any upsizing that needs to be completed would be cost-shared and asked for Council's consideration in that regard. He also stated that serviceable lots are hard to come by and he hopes that Council looks ahead to identify future settlement areas.

Jonathan Wood, 1590 Jasperson indicated concerns regarding the timeline for construction (generator noise, hours of work, etc.). Mayor Santos clarified those items will be addressed in the future through site plan review.

Ardelle Hoyer, 1596 Jasperson, asked if the residents' homes along Jasperson will be able to connect to sewers in the future? Mayor Santos responded that the opportunity to connect will be there in the future and that Town administration will identify where the current service access points are. He asked Ms. Hoyer to prepare and provide correspondence to Mr. Brown pertaining to her questions and concerns to maintain a record of the matter on file.

There were no further comments from the audience.

770-2017

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

Council approve zoning amendment application ZBA/20/17 to rezone a portion of the subject lands from Residential Zone 2 Exception 13, holding 'R2.1-13(h)' to a site-specific Education Zone, 'EG-1' and adopt the implementing by-law.

Council direct administration to require that the site plan approval process to be completed for the development of the site include a minimum of one information open house and that once the application is scheduled for Council consideration that a notice of that meeting be circulated to same property owners circulated for the December 11, 2017 Council meeting and post notice in the Kingsville Reporter.

CARRIED

Mayor Santos called for a short recess at 8:52 p.m. and the Regular Meeting reconvened at 9:00 p.m.

4. PUBLIC MEETING--1933892 Ontario Inc. (Lakeside Park Place Condominium) Part of Lot 1, Concession 1, ED 6 Park St. (formerly 285-289 Division St. S.) County of Essex File No.: 37-CD-17002

R. Brown, Manager of Planning and Development Services

i) Report of R. Brown, Manager of Planning and Development Services, dated November 24, 2017

ii) Comments from Helena Nelson, 24 Lakeside Crescent, dated December 1, 2017

Comments from Council:

There were no comments or questions from Council.

Comments from the public:

There were no questions or comments from the public.

771-2017

Moved By Councillor Tony Gaffan

Seconded By Councillor Thomas Neufeld

That Council receive the report prepared by the Manager of Planning Services dated November 24, 2017 in support of the proposed draft plan of condominium; further that Council support the draft plan of condominium, County of Essex File No.: 37-CD-17002 for the Lakeside Park Place Condominium located at 6 Park St., Part of Lot 1, Concession 1 ED, in the Town of Kingsville; and further that Council directs Administration to advise the approval authority (Manager of Planning Services for the County of Essex) that Council supports the draft plan of condominium approval subject to the imposition of satisfactory conditions by the

County including amendment of the existing site plan agreement to add said conditions as an Appendix to the agreement, subject to the following condition:

that the applicant provide an outline to the Director of Financial Services detailing the provisions being made to ensure that the payment of taxes is kept up-to-date until all units have been provided with individual assessment roll numbers.

CARRIED

5. PUBLIC MEETING-2017 Fence By-law Update-Final

R. Brown, Manager of Planning and Development Services

i) Notice of Public meeting, dated November 1, 2017

ii) Report of R. Brown, dated December 7, 2017;

iii) Proposed by-law 127-2017, being a by-law to regulate the height, location and description of fences by The Corporation of the Town of Kingsville

Comments from Council:

Mr. Brown clarified for Deputy Mayor Queen that the procedures under the *Line Fences Act* will remain for the resolution of line fence disputes between the owners of adjoining properties, as applicable.

Deputy Mayor Queen requested an amendment be added to the proposed fence by-law specifically permitting barbed wire being allowed to be placed around utility structures. Mr. Brown indicated that such a provision could be added for clarity.

Comments from the public:

There were no comments from anyone in attendance in the audience.

772-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor John Driedger

That Council adopt the revised By-law to Regulate the Height, Location and Description of Fencing, also referred to as the Kingsville Fencing By-law, excluding the addition of a setback from buildings or structures, and further, to include a provision specifically permitting barbed wire fences around a utility structure.

CARRIED

G. AMENDMENTS TO THE AGENDA

H. ADOPTION OF ACCOUNTS

- 1. Town of Kingsville Accounts for the monthly period ended November 30, 2017, being TD cheque numbers 0063643 to 0063842 for a grand total of \$1,452,853.56**

773-2017

Moved By Councillor Thomas Neufeld

Seconded By Councillor Larry Patterson

Council approve Town of Kingsville accounts for the period ended November 30, 2017 being TD cheque numbers 0063643 to 0063384 for a grand total of \$1,452,853.56

CARRIED

I. STAFF REPORTS

- 1. Leamington and Area Family Health Team**

P. Van Mierlo-West, CAO

774-2017

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

That Council approve the attached contribution agreement between the Leamington and Area Family Health Team and The Corporation of the Town of Kingsville, and that the Clerk and Mayor be authorized to sign this agreement.

CARRIED

- 2. 2017 Year End Capital Project Carry Overs and Reserve Transfers**

775-2017

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council approves the transfers to and from reserves as outlined in the table in report FS-2017-25, including one additional item which recommended the transfer from the Tourism and Economic Development reserve to cover the capital purchase of a video camera.

CARRIED

3. Sun Valley Estates 2a (Regent St, Mucci, Branco Dr.)

A. Plancke, Director of Municipal Services

776-2017

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council concur with the request of the Developer's Consultant to initially accept Sun Valley Estates Phase 2a onto "Maintenance" for a period of no less than one year, and that the Clerk provide written confirmation to the Developer of the date of initial acceptance of the development by Council resolution.

CARRIED

4. SECC o/a Erie Shores Community Transit Agreement

A. Plancke, Director of Municipal Services

777-2017

Moved By Councillor Thomas Neufeld

Seconded By Councillor Larry Patterson

That Council authorize the entering into a new agreement with the SECC o/a Erie Shores Transit jointly with the Municipalities of Leamington, and Chatham-Kent for a term of 10 years commencing January 1, 2018 and ending December 31, 2027 and authorize the Clerk to execute the agreement and draft the appropriate By-laws.

CARRIED

5. Ammonia Safe Handling – Kingsville Arena

T. Del Greco, Manager of Municipal Facilities and Property

778-2017

Moved By Councillor Susanne Coghill

Seconded By Councillor Thomas Neufeld

Council receive Report of T. Del Greco, Manager of Municipal Facilities and Property, dated November 29, 2017 for information with respect to ammonia safety precautions at Kingsville Arena.

CARRIED

6. Municipal Asset Management Program Funding

K. Girard, Manager of Municipal Services

779-2017

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

That Council directs Municipal Services to apply for a grant opportunity from the Federation of Canadian Municipalities' Municipal Asset Management Program (MAMP) for the Road Network Condition Assessment. Also, that the Town of Kingsville commits to conducting the following activities in its proposed project submitted to the Federation of Canadian Municipalities' Municipal Asset Management Program to advance our asset management program:

- Setting up demonstrations for Contractor services
- Obtaining a Contractor through the Town's request for proposal process (RFP)
- Conduct the road network assessment and asset management software.
- Be it further resolved that the Town of Kingsville commits \$20,000 from its budget toward the costs of the initiative.

CARRIED

7. Lakeside Park Rental Review and Recommendations

M. Durocher, Parks and Recreation Programs Manager

780-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

The Council receive the Report of M. Durocher, Parks and Recreation Programs Manager, dated November, 2017 and review for information purposes of the 2014-2018 Lakeside Park Pavilion rentals and consider this report and recommendations when reviewing the upcoming fees and charges by law reports in the first quarter of the new year.

CARRIED

8. First Aid Courses and Event Coverage Update

M. Durocher, Parks and Recreation Programs Manager

781-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor John Driedger

That Parks and Recreation staff become certified to teach through Red Cross and that they commence offering First Aid and CPR courses in 2018 to expand programming opportunities

CARRIED

9. Road 11 Water Works Petition Update

K. Girard, Manager of Municipal Services

782-2017

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

That Council receive the update for the Road 11 water works petition and permit Municipal Services to terminate the petition process for this project. Further, that Council approve Financial Services to invoice the costs to date incurred for this petition to the benefitting property owners.

CARRIED

10. Bill 148 Financial Impacts 2018

J. Galea, Human Resources Manager

783-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor John Driedger

That Council receive the Report of J. Galea, Human Resources Manager regarding *Bill 148* and the financial implications flowing from the legislated changes, for information.

CARRIED

11. Cedar Island Yacht Club -

P. Van Mierlo-West, CAO

784-2017

Moved By Councillor Thomas Neufeld

Seconded By Councillor Larry Patterson

The Council direct that the Marina Committee meet one more time to review the draft agreement between The Corporation of the Town of Kingsville, Cedar Island Yacht Club, Melton Bros. Welding & Marine Ltd., and Erie View Marine.

CARRIED

J. BUSINESS/CORRESPONDENCE-ACTION REQUIRED

**1. Draft 2018 Municipal Budget for The Corporation of the Town of Kingsville
(to be provided at meeting)**

The draft 2018 Municipal Budget for The Corporation of the Town of Kingsville was provided.

785-2017

Moved By Councillor Larry Patterson

Seconded By Deputy Mayor Gord Queen

That Council set 2018 Municipal Budget Deliberation dates for January 16, 2018 (9:00 a.m. to 2:00 p.m.), February 5, 2018 (12:30 p.m. to 7:00 p.m.) and, if necessary, March 5, 2018 at 5:00 p.m.

CARRIED

2. Migration Hall Agreement, dated November 20, 1992

786-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council receive the Migration Hall Agreement, dated November 20, 1992, for information.

CARRIED

K. MINUTES OF THE PREVIOUS MEETINGS

1. Regular Meeting of Council--November 27, 2017

2. Regular 'Closed Session' Meeting of Council--November 27, 2017

787-2017

Moved By Councillor Susanne Coghill

Seconded By Councillor Tony Gaffan

That Council adopt Regular Meeting of Council Minutes dated November 27, 2017 and Regular 'Closed Session' Meeting of Council Minutes, dated November 27, 2017.

CARRIED

L. MINUTES OF COMMITTEES AND RECOMMENDATIONS

1. Kingsville BIA--October 17, 2017

788-2017

Moved By Councillor Tony Gaffan

Seconded By Deputy Mayor Gord Queen

That Council receive Kingsville BIA Minutes, dated October 17, 2017

CARRIED

2. Parks, Recreation, Arts and Culture Committee--October 12, 2017

789-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

Council receive Parks, Recreation, Arts and Culture Committee Minutes dated October 12, 2017 together with the minutes of the following Sub-Committees: Fantasy of Lights dated August 22, 2017, Communities in Bloom dated August 24, 2017; and The 55+ Committee dated August 17, 2017.

CARRIED

M. BUSINESS CORRESPONDENCE - INFORMATIONAL

1. Windsor-Essex Catholic District School Board Media Release received from Director of Education T. Lyons, dated December 5, 2017

2. MADD Canada-Correspondence of thanks from Dawn Regan, Chief Operating Officer, dated November, 2017

3. **Ministry of Finance--Correspondence from Minister of Finance and Minister of Municipal Affairs RE: Ontario Municipal Partnership Fund (OMPF) municipal allocations for 2018, dated November 20, 2017**
4. **Windsor-Essex County Health Unit--Correspondence from G. McNamara, Chair, Windsor-Essex County Board of Health to Minister of Health and Long Term Care re: Proposed Changes to the Cannabis Act (Bill C-45)**
5. **Environment and Land Tribunals--Correspondence dated November 30, 2017 RE: Windsor Essex Community Housing Appeal (Case No. PL171238/ZBA/21/17; 194 Division N.)**
6. **Town of Tecumseh--Correspondence dated November 20, 2017 re: Provincial Flood Insurance Program**
7. **Ministry of Municipal Affairs--Correspondence from Minister Mauro, dated November 24, 2017**
8. **Town of Ingersoll--Correspondence from Michael Graves, Clerk enclosing Resolution passed November 13, 2017 RE: landfill projects approvals**

790-2017

Moved By Councillor Larry Patterson

Seconded By Councillor John Driedger

That Council receive information items 1-8 as outlined.

CARRIED

N. NOTICES OF MOTION

1. **Councillor Patterson may move, or cause to have moved, that Administration pursue looking into the installation of an additional snowflake light at the Cottam Rotary Park**

Councillor Patterson did not move, nor cause to have moved, that Administration pursue looking into the installation of an additional snowflake light at the Cottam Rotary Park, indicating that the work has been completed.

2. **Deputy Mayor Queen may move, or cause to have moved:**

Deputy Mayor Queen did not move, nor cause to have moved, that Senior Administration of the Town of Kingsville request a formal meeting with the senior

Administration of the Greater Essex County District School Board regarding Migration Community Hall. He stated that he has been advised that Administration is working on this matter.

O. UNFINISHED BUSINESS, ANNOUNCEMENTS AND UPDATES

Councillor Neufeld commented that the Town is still looking for individuals to sing the National Anthem at the beginning of the Regular Meetings of Council, starting in January, 2018.

Councillor Patterson commented that the recognition certificates presented to staff during the Christmas Party event were well received and appreciated by Town staff.

P. BYLAWS

1. By-law 118-2017

791-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Thomas Neufeld

Council read By-law 118-2017, being a by-law to provide for the repair and improvements to the Ruscom River Drain, in the Town of Kingsville in the County of Essex (Rood Engineering Inc. Project No. REI2015D013) a first and second time.

CARRIED

2. By-law 126-2017

792-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor John Driedger

Council read By-law 126-2017, being a By-law to amend By-law No. 1-2014, the Comprehensive Zoning By-law for The Corporation of the Town of Kingsville, a first, second and third and final time (Part of Lot 3, Concession 1, ED, Pt 4, RP 12R 6302; ZBA/20/17) a first, second and third and final time.

CARRIED

3. By-law 127-2017

793-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Larry Patterson

That Council read By-law 127-2017, being a By-law to Regulate the Height, Location and Description of Fences by The Corporation of the Town of Kingsville, as amended, a first, second and third and final time.

CARRIED

4. By-law 128-2017

794-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor John Driedger

That Council read By-law 128-2017, being a By-law to authorize the entering into of an Agreement with Coco Paving Inc. for the County Road No. 18 Watermain Extension from County Road No. 34 Easterly to M & M Farms Ltd. (Stantec Consulting Ltd. Project No. 165620120) a first, second and third and final time.

CARRIED

5. By-law 129-2017

795-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council read By-law 129-2017, being a by-law to amend By-law 101-2004 and to Appoint Inspector under the *Building Code Act, 1992*, S.O. 1992, c. 23 a first, second and third and final time.

CARRIED

Q. CLOSED SESSION

796-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Tony Gaffan

That Council, at 10:21 p.m., enter into Closed Session to address the following items:

- i) Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board; being a status update by CAO P. Van Mierlo-West RE: Agreement of Purchase and Sale with Edward Remark & Sons Limited;
- ii) Section 239(2)(d) labour relations or employee negotiations, being Report of J. Galea, Human Resources Manager, dated December 1, 2017 RE: Management staff compensation (Report CS-2017-022)

CARRIED

R. REPORT OUT OF CLOSED SESSION

Upon rising from Closed Session at 10:34 p.m. Mayor Santos reported as follows:

- i) Council obtained an update report from CAO P. Van Mierlo-West pertaining to Closed Session item Q-i;

and further, that:

- ii) Council received a Report from Human Resources Manager J. Galea pertaining to Closed Session Q-ii RE: Management Staff compensation, and direction was provided to Administration.

S. CONFIRMATORY BY-LAW

1. By-law 130-2017

797-2017

Moved By Deputy Mayor Gord Queen

Seconded By Councillor Susanne Coghill

Council read by-law 130-2017, being a by-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its December 11, 2017 Regular Meeting a first, second and third and final time.

CARRIED

T. ADJOURNMENT

798-2017

Moved By Councillor Larry Patterson

Seconded By Councillor Tony Gaffan

Council adjourn this Regular Meeting at 10:35 p.m.

CARRIED



MINUTES

**KINGSVILLE ACCESSIBILITY ADVISORY COMMITTEE MINUTES
THURSDAY, JUNE 22, 2017 @ 4:30 P.M.
COMMITTEE MEETING ROOM 'A'
2021 DIVISION ROAD N., KINGSVILLE, ON N9Y 2Y9**

A. CALL TO ORDER

Chairperson, Thomas Neufeld called the Meeting to order at 4:30 p.m. with the following persons in attendance:

Members:

Thomas Neufeld
Corey Gosselin
Todd Bradley
Michele Chauvin

Members of Administration:

Deputy Clerk – Administrative Services J. Alexander
Manager of Facilities-Tim Del Greco

Members Absent - Jackie Barraco

B. DISCLOSURE OF PECUNIARY INTEREST

Chairperson, Thomas Neufeld reminded members that any declaration and its general nature are to be made prior to each item being discussed.

C. PRESENTATIONS/DELEGATIONS

NONE

D. FINANCIAL REPORTS

1. Financial Report - Budget vs. Actual - period ending May 31, 2017

11-2017 Moved by T. Bradley seconded by M. Chauvin, the Committee adopts the Financial Report period ending May 31, 2017.

CARRIED

E. STAFF REPORTS

NONE

F. BUSINESS/CORRESPONDENCE

1. Accessing Accessibility under the Building Code, the AODA and the OHRC, by Daoust Vukovich LLP, dated June 6, 2017.
2. AODA Article: The Wynne Government Posts Details for applying to serve on the Education Standards Development Committee, dated June 14, 2017.
3. AODA Article: Creating a New National Accessibility Legislation: What We Learned, dated June 8, 2017.

12-2017 Moved by C. Gosselin, seconded by M. Chauvin to receive items from 1 to 3 for information.

CARRIED

G. ADOPTION OF MINUTES OF PREVIOUS MEETING

13-2017 Moved by C. Gosselin seconded by T. Bradley the Committee adopts the May 23, 2017 minutes.

CARRIED

H. NEW AND UNFINISHED BUSINESS

1. THE INSPECTIION CHECKLIST

The Committee discussed with T. Del Greco regarding the changes in Building code and accessibility. A question was posed on whether the Committee needed a new checklist since the new regulation are addressing many accessibility concerns. The Committee has decided that they are confident in the work of the municipality and administration in maintaining keeping to the standards of the building code. The Committee will no longer proceed with this item.

2. Playground Review of Drawings

T. Del Greco discussed the various designs at the two municipal owned parks: Coghill and Timber creek.

Coghill Park designs where discussed. The Town did notify all residents in close proximity to the park in the new designs. 55 residents responded to the letter with suggestions to the park. Swings was the most item recommended by residents. This will be included into the designs (one toddler and one regular belt). An accessible swing will not be included in the design since Lakeside Park is close to the park.

Timber Creek Park had a lower response from the residents due to the area still being developed. The design is the top choice from the residents in the area. This is due to the developing area. The Town will be adding swings to the design. There was discussion for three swings for this park. Tim will look into this to see if an additional swing.

13-2017 Moved by M. Chauvin, second by C. Gosselin to receive the Coghill Park and Timber Creek Park designs as information.

I. ADJOURNMENT

14-2017 Moved by M. Chauvin, seconded by C. Gosselin, for the Committee to adjourn the meeting at 5:00 p.m. and to meet again on September 19th 2017.

CARRIED

CHAIRMAN, Thomas Neufeld

**DEPUTY CLERK – ADMINISTRATIVE SERVICES,
Jennifer Alexander**



MINUTES

**TOURISM AND ECONOMIC DEVELOPMENT COMMITTEE
OCTOBER 5TH, 2017 @ 5:30 P.M.
Committee Room 'A', 2021 Division Rd N, Kingsville**

A. CALL TO ORDER

Mayor Santos called the Regular Meeting to order at 5:30 p.m. with the following persons in attendance:

Members:

Mayor N. Santos
J. Gaffan

T. Gaffan
D. Hunt
D. Quick
M. Stranak
M. Lauzon

Members of Administration:

Executive Assistant to the Mayor and CAO, D Bellamy
Tourism Coordinator, N. Cobby
BIA Coordinator, K. Wettlaufer

B. DISCLOSURE OF PECUNIARY INTEREST

When a member of the Committee has any pecuniary interest, direct or indirect, in any matter which is the subject of consideration at this Meeting of the Committee (or that was the subject of consideration at the previous Meeting of the Committee at which the member was not in attendance), the member shall disclose the pecuniary interest and its general nature, prior to any consideration of the matter.

C. PRESENTATIONS/DELEGATIONS

None

D. STAFF REPORTS

1. EDC BUDGET UPDATE REPORT

Proposed amendments to the budget included;
-\$3500 as revenue towards the Mayor's Business Awards

There was a request to have the myKingsville.ca sign on Highway 3 refreshed to 2018.

- 18-2017** Moved by M. Lauzon, seconded by D. Hunt to receive the Budget with amendments.

CARRIED

E. BUSINESS/CORRESPONDENCE – ACTION REQUIRED

None

F. MINUTES OF THE PREVIOUS MEETING

1. Tourism/Economic Development Committee Meeting Minutes –

- 19-2017** Moved by J. Gaffan, seconded by T. Gaffan to receive the minutes of Tourism/Economic Development Committee Meeting dated September 7th, 2017.

CARRIED

G. NEW AND UNFINISHED BUSINESS

1. **BIA Update**— The TEDC Conference was recognized within the newsletter to its members. The BIA member have hesitation in opening for a longer period of time. EDDK was forwarded information regarding TEDC. Karen advised she has resigned from BIA and wished everyone well and said she has enjoyed her time here.
2. **FOOD AND WINE EXPO** – N. Cobby advised she attended Regional tourism meeting with TWEPI and the municipalities were sharing marketing initiatives for 2018. It was stated that the Food and Wine Expo would not provide the benefit to Tourisms and other events that TEDC partake in. It would be beneficial to have the group review the TWEPI Marketing Initiative.

- 20-2017** Moved by D. Hunt, seconded by M Stranack to withdraw from Food and Wine Show

CARRIED

3. **KEDC** - D. Hunt provided a verbal update from the committee. Requested that all members of TEDC would make themselves available to assist.

- 4. MAYOR BUSINESS AWARDS** - N. Santos reviewed the Business Recognition Awards document to be held Friday April 13, 2017; tickets will be \$30 ticket and presentation awards and speakers

21-2017 Moved by M. Lauzon, seconded by D. Quick to approve the Business Recognition Awards.

CARRIED

- 5. MONTHLY UPDATE** – N Santos presented the monthly update.

22-2017 Moved by M. Stranack, seconded by J. Gaffan to receive the Monthly Report.

CARRIED

H. NEXT MEETING DATE

1. The next meeting of the Tourism/Economic Development Committee shall take place on November 3rd, 2017 at Committee Room 'A', 2021 Division Rd N, Kingsville @ 5:30 p.m.

I. ADJOURNMENT

23-2017 Moved by T. Gaffan, seconded by M Stranack to adjourn this Meeting at 6:30 p.m.

CARRIED

CHAIR, Mayor Santos

RECORDING SECRETARY, T. Hewitt



MINUTES

**KINGSVILLE MUNICIPAL HERITAGE ADVISORY COMMITTEE
WEDNESDAY, NOVEMBER 8, 2017 AT 7:00 P.M.
Kingsville Council Chambers, 2021 Division Road North, Kingsville**

A. CALL TO ORDER

Chair Miljan called the Meeting to order at 7:00 p.m. with all Members in attendance as follows:

MEMBERS OF MUNICIPAL HERITAGE ADVISORY COMMITTEE:

Elvira Cacciavillani
Annetta Dunnion
Kimberly DeYong
Anna Lamarche
Margie Luffman
Dr. Lydia Miljan
Corey Gosselin
Danielle Truax
Mayor Nelson Santos

MEMBERS OF ADMINISTRATION:

Sandra Kitchen, Deputy Clerk-
Council Services

Also in attendance: Veronica Brown, Researcher

B. DISCLOSURE OF PECUNIARY INTEREST

Dr. Miljan reminded the Committee that any declaration is to be made prior to each item being discussed and to identify the nature of the conflict, if any, as the agenda items come forward.

C. REPORTS

1. V. Brown—Research report

Ms. Brown provided the preliminary research on 1203 Seaclyff Drive with a benchmark built-date through census data of sometime between 1850-1861. The home was built for George M. Fox and family. After George's death, his son Charles G. inherited the house. He was the Reeve of Gosfield South for over 20 years, a member of County Council, and was also a Warden of the County.

Ms. Brown is presently placing identified properties in a binder in chronological order. 125 properties on the inventory list have been identified by construction date and original owner. There are also 118 properties that are identified that are not on the inventory list. This will be reviewed in more detail at the January 2018 meeting. Any update to the inventory list will be made through a formal report and recommendation to Council.

2. Research report updates-1422 Road 3 East, 1417 Road 3 East

Ms. Cacciavillani provided the completed the research report for 1422 Road 3 East. She will provide a PDF version of the report to Ms. Kitchen who will circulate to all members electronically. Dr. Miljan will prepare a powerpoint presentation. The report, evaluation sheet, consent letter and proposed By-law will be presented to Council at its December 11, 2017 Regular Meeting.

The research report with respect to 1417 Road 3 East is in progress.

D. MINUTES OF THE PREVIOUS MEETINGS

MH19-2017 Moved by E. Cacciavillani, seconded by M. Luffman, that the October 24, 2017 Minutes be adopted as presented.

CARRIED

E. BUSINESS / CORRESPONDENCE – INFORMATIONAL

1. Approved invoices:

i. Invoice for Research Services for the Kingsville Municipal Heritage Advisory Committee—September, 2017

ii. Invoice for Research Services for the Kingsville Municipal Heritage Advisory Committee—October, 2017 (Hours increased in September and October because no research invoice submitted for July 2017)

The approved invoices were received for information.

F. NEW AND UNFINISHED BUSINESS

1. 136 Mill St. West property –Update re: site visit scheduling

A site visit will be scheduled with the property owner.

2. Update—257 Lakeview Avenue—Update re: site visit scheduling

A site visit will be scheduled with the property owner.

3. Request from new property owner of 107 Elm St. for photographs and research of his property (discussion re: plaque presentation)

Ms. Kitchen will contact the new owner regarding arrangements for a plaque presentation at a future Council meeting. A copy of the research report, including photographs, and a copy of the designation by-law will be provided to the new owner as well.

There were no other Business items brought forward for discussion.

G. NEXT MEETING DATE

The next meeting of the Committee will be held on December 13, 2017.

H. ADJOURNMENT

The meeting adjourned at 7:35 p.m.

Chair, Lydia Miljan

Deputy Clerk-Council Services,
Sandra Kitchen



MINUTES

REGULAR MEETING OF KINGSVILLE BIA TUESDAY, NOVEMBER 15TH, 2017 AT 6:00 P.M.

Carnegie Arts & Visitor Centre, 28 Division St. S, Kingsville, Ontario

A. CALL TO ORDER

Beth Riddiford called the Meeting to order at 6:07pm with the following persons in attendance:

Members of BIA Board: Tony Gaffan, Beth Riddiford, Tim Sala, Trevor Loop, Gord Queen
Heather Brown, Roberta Weston, Jason Martin,

Members of Administration: Carolyn McGillivray

Guests: CAO Peggy Van Mierlo, CAO

Absent: Brian Sanford, Izabel

Regrets – Gord Queen

B. DISCLOSURE OF PECUNIARY INTEREST

Beth Riddiford reminded members that any declaration and its general nature is to be made prior to each item being discussed. None was declared

C. DELEGATIONS – NO DELEGATIONS

D. AMENDMENTS TO THE AGENDA

E. ADOPTION OF ACCOUNTS-

BIA COORDINATOR provided print outs of the accounts for the month of Oct.
BIA – 092-2017 -Motion to approve made by Tim Sala and seconded by Tony Gaffan
CARRIED

F. STAFF REPORTS

1. BIA Coordinator Carolyn McGillivray presented her Monthly Activity report
As attached

2. **Council Representative**

Gord Queen sent a written report that was read by Tony Gaffan.

3. **EDDK Representative**

Heather Brown reported that The EDDK are on track for doing the Santa Dinner at the pavilion and continuing with the gift cards.

G. Business / correspondence – action required

Lee & Marias application, that was not previously on, was approved and because of the delay, they will be allowed to participate in the bia dollars promotion.

Bia-093-2017 – motion by tim sala, 2nd by heather brown, to accept the associate member lee & maria's market

H. Minutes of the previous meetings

Regular Meeting – October 17, 2017

BIA -094-2017 Motion to approve by Jason Martin & 2nd by Roberta **CARRIED**

BIA-095-2017 Moved by Jason Martin, seconded by T. Sala, to approve the minutes of the closed meeting October 17th 2017. **CARRIED**

I. BUSINESS/ CORRESPONDENCE - INFORMATIONAL

Coordinator was asked to now remove the ribbons on the light standards at the four corners.

J. NEW AND UNFINISHED BUSINESS

"Customer Service Hero" campaign was discussed and the decision to continue was reached. With advertising we may be able to revive it sufficiently.

FACELIFT APPLICATION – The Strand applied for a grant but the board was not sure it falls within our guidelines. Carolyn will review and report at the next meeting.

The New Website creator sent 4 mock-ups for the board to review and choose one. Carolyn will contact Tina and let her know.

BIA-096-2017 Motion to approve contract with Tina Naugler to create our new website by Heather Brown, 2nd by Tim Sala

Lease Review - Our lease was reviewed to determine whose responsibility it is to:

- a) clean the washrooms
- b) the outdoor windows
- c) repair the hand dryer

In that the washrooms are public washrooms, the BIA does not feel that cleaning them should be our responsibility. Peggy will present us with some options for getting a cleaning service.

Discovery Facelift Application – at the moment we are not sure if they are in the BIA area, so Carolyn will find out and report at the next meeting.

Peggy advised that the tourism position is under review and may go to full time.

The job description for the coordinator position was discussed. If we were to offer benefits, our share would cost about \$600.00 per month for a family. There is also a possibility of a more limited plan for just dental and drugs. Peggy will provide more information. The BIA position will be 35 hours a week, Monday to Friday and may require occasional weekend work. The position will be posted immediately on Facebook, the town website and other free sites.

Naples pizza has requested a planter at their location. The planters and hanging baskets need to be rearranged this year.

The budget discussion was deferred until the next meeting as we will invite Sandra to attend.

K. Adjournment

BIA-096-2017 Motion by Tim Sala and seconded by Tony Gaffan to adjourn the meeting at 8:00 p.m. **CARRIED**

A handwritten signature in black ink, reading "Beth Riddiford", written over a horizontal line.

CHAIR, Beth Riddiford

A handwritten signature in black ink, reading "C. McGillivray", written over a horizontal line.

RECORDING SECRETARY, Carolyn McGillivray



The Corporation of The Town of Amherstburg

December 20, 2017

VIA EMAIL

Township of North Frontenac
6648 Road 506
Plevna, ON K0H 2M0

Att: Ms. McLuckie

RE: Negative Impacts of Bill 148

At its meeting of November 13th, 2017, Amherstburg Town Council passed the following:

Resolution # 20171113-949 - That Council support the Township of North Frontenac's resolution regarding the negative impacts of Bill 148.

Best Regards,

Tammy Fowkes
Deputy Clerk

cc: Taras Natyshak – MPP, Essex
Tracey Ramsey – MP, Essex
Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Township of North Frontenac Resolution

Subject: Request for Support re Bill 148

Good Afternoon,

The Township of North Frontenac held a Council Meeting on October 13, 2017 and is requesting support for the below resolution:

Moved by Councillor Inglis, Seconded by Councillor Hermer #470-17
BE IT RESOLVED THAT Council is concerned with the negative impacts of Bill 148, including potential increase of costs on Volunteer Fire Departments;
AND THAT Council instructs the Clerk to circulate a copy of this Resolution to all other municipalities in Ontario requesting their support; AMO and Randy Hillier MPP.
Carried

If you have any questions or concerns, please contact Tara Mieske, Clerk/Planning Manager www.clerkplanning@northfrontenac.ca.

Thank you,
Sonia

Sonia McLuckie

Administrative Assistant to the Fire Chief, Clerk/Planning Manager, and to Assist with the CLSP
Township of North Frontenac
6648 Road 506, Plevna, ON, K0H 2M0
1-800-234-3953 or 613-479-2231 Ext. 239
officesupport@northfrontenac.ca



The Corporation of The Town of Amherstburg

December 20, 2017

VIA EMAIL

The Honourable Kathleen O. Wynne
Premier of Ontario
Queen's Park, Rm. 281
Main Legislative Building
Toronto, ON M7A 1A1

Dear Premier Wynne:

RE: On-Call Provisions in Bill 148

At its meeting of November 13th, 2017, Amherstburg Town Council passed the following:

Resolution # 20171113-948 - That Council support the Town of Mono's resolution regarding the on-call provisions in Bill 148.

Best Regards,

Tammy Fowkes
Deputy Clerk

cc: Kevin Daniel Flynn, Minister of Labour
Taras Natyshak – MPP, Essex
Tracey Ramsey – MP, Essex
Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Town of Mono Resolution & Township of Montague Resolution



Town of Mono

347209 Mono Centre Road
Mono, Ontario L9W 6S3

30 October 2017

Honourable Kathleen Wynne, Premier of Ontario
Legislative Building – Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne,

The Council of the Town of Mono passed the following resolution at its Council Session of October 24, 2017:

Moved by R. Manktelow; Seconded by K. McGhee

THAT Council supports and endorses the Township of Montague Resolution No: 104-2017 dated September 19, 2017 regarding the on-call provisions of Bill 148, Fair Workplaces, Better Jobs Act, 2017;

AND THAT this resolution be forwarded to Premier Wynne, MPP Sylvia Jones and all Ontario municipalities.

Carried.

Town of Mono Council is concerned with the affect the on-call provisions of Bill 148, Fair Workplaces, Better Jobs Act, 2017 will have on Municipal budgets. Of particular concern is how the proposed changes will impact the cost of providing emergency services, including firefighting and fire prevention services, as Mono relies heavily on volunteer fire fighters. Changing to a 3-hour at regular time on-call regime will prove to be cost prohibitive.

We request that the Government of Ontario provide an exemption from article s. 21.4 for all municipal employees who are required to be on-call to provide statutorily mandated public safety services.

Regards,

Laura Ryan
Mayor

cc: Sylvia Jones, MPP (Dufferin—Caledon)
All Ontario Municipalities

**THE CORPORATION OF THE
TOWNSHIP OF MONTAGUE**



6547 ROGER STEVENS DRIVE
P.O. BOX 755
SMITHS FALLS, ON K7A 4W6
TEL: (613) 283-7478
FAX: (613) 283-3112
www.township.montague.on.ca

October 2nd, 2017

**Honourable Kathleen Wynne, Premier of Ontario
Legislative Building - Room 281
Queen's Park
Toronto Ontario, M7A 1A1
Via Email**

**Town of Mono
Schedule A
Council Session 16-2017**

Dear Premier Wynne,

Please be advised the Council of the Township of Montague passed the following resolution at its meeting of Committee of the Whole of September 19th, 2017:

**MOVED BY: K. Van Der Meer
SECONDED BY: I. Streight**

**RESOLUTION NO: 104-2017
DATE: September 19, 2017**

WHEREAS The Township of Montague maintains a motivated and well-functioning volunteer fire department;

AND WHEREAS changes proposed to on-call provisions in the Employment Standards Act by Bill 148 will result in exorbitant tax increases to maintain fire prevention services in a rural municipality;

AND WHEREAS many Ontario municipalities will be unable to maintain fire services if this change is enacted;

AND WHEREAS the Association of Municipalities of Ontario has submitted a position paper to the Ontario government specifically requesting the exemption of all municipal volunteer firefighters;

NOW THEREFORE The Township of Montague requests that all municipal employees be specifically exempted from the on-call changes proposed by Bill 148;

AND That the Township of Montague request that the government of Ontario conduct a full economic impact study of Bill 148 to study the effect of the Bill on businesses and municipalities across Ontario;

AND That this resolution be circulated to Premier Kathleen Wynne, Minister of Labour Kevin Daniel Flynn, the Association of Municipalities of Ontario and all Ontario municipalities.

CARRIED

THE CORPORATION OF THE
TOWNSHIP OF MONTAGUE



6547 ROGER STEVENS DRIVE
P.O. BOX 755
SMITHS FALLS, ON K7A 4W6
TEL: (613) 283-7478
FAX: (613) 283-3112
www.township.montague.on.ca

Please contact me if you have any additional questions.

Thank you,

Jasmin Ralph
Clerk

Cc: Minister of Labour Kevin Daniel Flynn;
Association of Municipalities of Ontario (AMO)
All Ontario Municipalities



The Corporation of The Town of Amherstburg

December 20, 2017

VIA EMAIL

The Honourable Kathleen O. Wynne
Premier of Ontario
Queen's Park, Rm. 281
Main Legislative Building
Toronto, ON M7A 1A1

Dear Premier Wynne:

RE: Provincial Flood Insurance Program

At its meeting of November 13th, 2017, Amherstburg Town Council passed the following:

Resolution # 20171113-950 - That Council support the Town of Lakeshore's resolution regarding the Provincial Flood Insurance Program.

Best Regards,

Tammy Fowkes
Deputy Clerk

cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
Hon. Andrea Horvath, Leader of New Democratic Party
Taras Natyshak – MPP, Essex
Tracey Ramsey – MP, Essex
Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Town of Lakeshore Resolution



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

October 11, 2017

Honourable Kathleen Wynne, Premier
Legislative Building, Room 281
Queen's Park
Toronto, ON M7A 1A1

Dear Premier Wynne:

RE: PROVINCIAL FLOOD INSURANCE PROGRAM

At their meeting of October 10, 2017 the Council of the Town of Lakeshore duly passed the following resolution.

Councillor Wilder moved and Councillor Janisse seconded:

That:

WHEREAS weather patterns seem to have changed, in that excessive and prolonged rains are now becoming more frequent and regular,

WHEREAS there is an increased chance of flooding, as result of excessive and prolonged rains;

WHEREAS property owners in areas that are at an increased risk of flooding are often unable to purchase flood insurance to protect their properties; and

WHEREAS the cost of property repairs after a flood cause financial hardship for individuals, families and businesses.

NOW THEREFORE BE IT RESOLVED that the Government of Ontario be urged to create a Provincial Flood Insurance Program, to cover those individuals, families and businesses who are unable to secure flood insurance for their properties;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Honourable Kathleen Wynne, Premier of Ontario, the Honourable Patrick Brown, Leader of the Progressive Conservative Party, the Honourable Andrea Horwath, Leader

of the New Democratic Party, and all MPPs in the Province of Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Mary Masse
Clerk

/cl

cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
cc: Hon. Andrea Horwath, Leader of New Democratic Party
cc: Association of Municipalities Ontario (AMO)
cc: Via Email - All Ontario Municipalities
cc: Via Email - MPPs in the Province of Ontario



The Corporation of The Town of Amherstburg

December 20, 2017

VIA EMAIL

Municipality of Morris-Turnberry
P.O. Box 310
41342 Morris Road
Brussels, ON N0G-1H0

Att: Ms. Michie

RE: Tenanted Farm Tax Class

At its meeting of November 13th, 2017, Amherstburg Town Council passed the following:

Resolution # 20171113-951 - That Council support the Municipality of Morris-Turnberry's resolution regarding the Tenanted Farm Tax Class.

Best Regards,

Tammy Fowkes
Deputy Clerk

cc: Taras Natyshak – MPP, Essex
Tracey Ramsey – MP, Essex
Ontario Municipalities
Association of Municipalities of Ontario (AMO)

encl. Municipality of Morris-Turnberry Resolution

MUNICIPALITY OF MORRIS-TURNBERRY

P.O. Box 310, 41342 Morris Road, Brussels, Ontario N0G 1H0

Tel: 519-887-6137 ext. 21 Fax: 519-887-6424 Email: nmichie@morristorynberry.ca



Nancy Michie
Administrator Clerk-Treasurer

October 17,2017

Re: Resolution concerning the Tenanted Farm Tax Class properties being changed to the Residential Tax Class

Motion: 553-2017 Moved by John Smuck Seconded by Dorothy Kelly

Whereas, MPAC conducts ongoing reviews to ensure properties are accurately assessed and corrections are made where necessary. A review of a property could be triggered from ongoing data verification, updated tenant information, sales investigations, building permits and severances which may result in changes to the valuation or classification of a property. This could include wooded acreage on a farm property;

And Whereas, MPAC recently changed the assessment classifications on properties with portions of land tenanted for farming. MPAC is responsible for assessing and classifying all properties in Ontario in accordance with the *Assessment Act* and regulations established by the Government of Ontario. All properties in Ontario are continuously reviewed as part of the MPAC valuation process to ensure accurate information is used in determining our assessed values and tax classifications;

And Whereas, MPAC has stated: Under the *Assessment Act*, all properties are classified according to their use, and Ontario Regulation 282/98 sets out how various property uses are classified. By default, farm properties are classified in the residential property class in accordance with section 3(1)2 of Ontario Regulation 282/98 of the *Assessment Act*. Farm properties that meet the eligibility requirements will have farmland and associated outbuildings placed in the farm property class and are taxed at up to 25% of the municipal residential tax rate. An application for inclusion in the Farm Property Class Tax Rate Program must be approved by the Ontario Ministry of Agriculture, Food and Rural Affairs (OMAFRA).

Under the *Assessment Act*, all properties are classified according to their use. If a portion (or portions) of a farm property is used for non-farm purposes, the portion is valued and classified according to its use. This is to ensure that the appropriate value and tax class is applied to the various uses of the property;

And Whereas, MPAC has assessed non-tillable acreage that is **rented to tenants** as residential. MPAC has explained that this is a correction under the *Assessment Act*/Ontario Regulation 282/98 with properties being assessed according to their use. They explained that it was a review of the Farm Forestry Exemption Class that prompted this action;

And Whereas, Most of these non-tillage acres cannot be built upon, or generate any revenues. However, they do provide benefit to the wider community as woodlots, wetlands, streams. Therefore taxing at the higher residential ratio appears unfair;

And Whereas, many properties have resulted in a substantial increase in property taxes due to this assessment class shift, an example being, with the tax billing increase of 572%. Tax increases to this magnitude are unacceptable. This process will force retired farmers to share crop to avoid the tax increases or it will cause land rent to increase to cover the increased taxes. That will create a burden on the property owner and the tenant farmers;

And Whereas, MPAC did not advise the municipalities of these corrections or the impact that it may have on taxation write-offs going forward, as MPAC reviews appeals on these changes;

Now Therefore, The Council of the Municipality of Morris-Turnberry hereby requests that MPAC conduct a review on the effects of the tax class shift from farm land to residential;

And that MPAC act immediately on applications for reconsideration for the 2018 tax year and where possible for the 2017 year;

And that MPAC advise the municipalities prior to any future tax class shifts or mass property assessment corrections;

And that the Province of Ontario review Regulation 282/98 under the Assessment Act, in respect to the property tax classification of non-tillage acres;

And that this resolution be circulated to Premier Kathleen Wynne, Minister of Finance, MPAC and the Association of Municipalities of Ontario and all Ontario municipalities.

Disposition Carried

Thank you

Yours truly,

A handwritten signature in black ink, appearing to read 'Nancy Michie', written over a horizontal line.

Nancy Michie

**Ministry of
Municipal Affairs**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M5G 2E5
Tel.: 416 585-7000
Fax: 416 585-6470

**Ministère des
Affaires municipales**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M5G 2E5
Tél. : 416 585-7000
Téléc. : 416 585-6470



**Ministry of Government and
Consumer Services**

Office of the Minister

6th Floor, Mowat Block
900 Bay Street
Toronto, ON M7A 1L2
Tel.: 416-212-2665
Fax: 416-326-1947

**Ministère des Services
gouvernementaux et des
Services aux
consommateurs**

Bureau du ministre

6^e étage, Edifice Mowat
900, rue Bay
Toronto, ON M7A 1L2
Tél. : 416 212-2665
Téléc.: 416 326-1947

MGCS3766MC-2017-797

December 15, 2017

Dear Heads of Municipal Councils:

We are pleased to provide an update on Bill 59, Putting Consumers First Act (Consumer Protection Statute Law Amendment), 2017. Bill 59 made amendments to the City of Toronto Act, 2006 and the Municipal Act, 2001. Upon proclamation, these amendments will allow local municipalities to regulate the location and number of payday loan establishments. We would like to inform you that the government has proclaimed these sections into force effective January 1, 2018.

During consultations to inform the development of Bill 59, the government heard from municipalities that there was interest in an expanded municipal authority to regulate payday lenders. As a government we have listened. We thank municipal leaders for your contributions to protecting consumers and your communities.

Additional regulatory changes to strengthen protection for consumers using payday loans and cheque-cashing services will come into force on July 1, 2018 and include the following:

- It will be mandatory for payday lenders to provide borrowers with an extended payment plan if borrowers take out three or more loans with the same lender within a 63-day period.
- Payday lenders can only lend up to 50 per cent of a borrower's net pay per loan.
- The cost of borrowing a payday loan must be disclosed as an annual percentage rate in advertisements and agreements.
- The maximum fee for cashing government-issued cheques will be capped at \$2 plus one per cent of the face value of the cheque, or \$10, whichever is less.
- It will be mandatory for cheque cashing service providers to provide a receipt when cashing government-issued cheques.

.../2

If you have any questions about the amendments, you may contact Ann Missetich, Manager of Consumer and Business Policy via email at Ann.Missetich@ontario.ca or by telephone at 416-326-8868.

Thank you for your continued support of strengthening financial protection for consumers in Ontario's communities. We look forward to continuing to work with you on this important initiative in the future.

Sincerely,

Handwritten signature of Tracy MacCharles in black ink.

Tracy MacCharles
Minister of Government and Consumer Services

Handwritten signature of Bill Mauro in black ink.

Bill Mauro
Minister of Municipal Affairs

c: Municipal Clerks/CAOs



CORPORATION OF THE CITY OF
CLARENCE-ROCKLAND
REGULAR MEETING

RESOLUTION

Resolution: 2017-262
Title: Resolution presented by Mayor Guy Desjardins and seconded by Councillor Michel Levert regarding Bill 160, Strengthening Quality and Accountability for Patients Act, 2017
Date: December 4, 2017

Moved by Guy Desjardins
Seconded by Jean-Marc Lalonde

WHEREAS Bill 160, Strengthening Quality and Accountability for Patients Act, 2017, has been carried in second reading on October 26, 2017; and

WHEREAS Bill 160 suggests to create a "pilot project" to trial a Fire-Medic model where cross-trained firefighters would be able to perform certain paramedic skills and therefore respond to certain calls not currently tiered to fire departments; and

WHEREAS this implementation of a pilot project could precipitate arbitrators forcing the Fire-Medic model on other fire departments across the Province with significant potential financial impact to municipalities; and

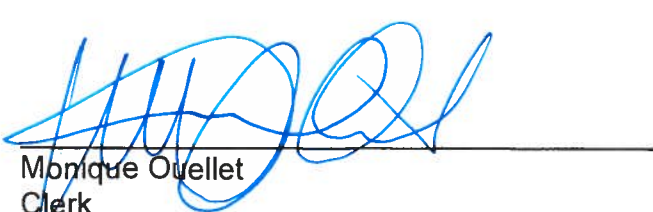
WHEREAS paramedics are funded by 50% by the Province but no funding is provided to municipalities for firefighters; and

WHEREAS these changes, if implemented without financial changes, it could have a sweeping impact on how emergency services are delivered across the Province;

BE IT RESOLVED THAT Council of the City of Clarence-Rockland hereby opposes to the Bill 160; and

BE IT RESOLVED THAT a copy of this resolution be sent to the Honorable Eric Hoskins, Minister of Health and Long-Term Care, Honorable Marie-France Lalonde, Minister of Community Safety and Correctional Services, Grant Crack, MPP (Glengarry-Prescott-Russell) and all Ontario municipalities.

CARRIED, as modified


Monique Ouellet
Clerk



RÉSOLUTION

Résolution: 2017-262
Titre: Résolution présentée par le maire Guy Desjardins et appuyée par le conseiller Michel Levert au sujet du projet de loi 160, Loi de 2017 renforçant la qualité et la responsabilité pour les patients
Date: le 4 décembre 2017

Proposée par Guy Desjardins
Appuyée par Jean-Marc Lalonde

ATTENDU QUE le projet de loi 160, Loi de 2017 renforçant la qualité et la responsabilité pour les patients, a été adopté en deuxième lecture le 26 octobre 2017 ; et

ATTENDU QUE le projet de loi 160 suggère de créer un projet pilote pour essayer un modèle « Fire-Medic » dans lequel certains pompiers formés auront des capacités paramédicales pour répondre à des appels n'étant pas destinés à l'origine aux services des incendies ; et

ATTENDU QUE l'implantation de ce projet pilote pourrait éventuellement être obligatoire dans les autres services d'incendie de la province et avoir un impact financier important pour les municipalités ; et

ATTENDU QUE les ambulanciers ont un financement de 50 % de la province, mais que les municipalités n'en reçoivent aucun pour les pompiers ; et

ATTENDU QUE ces changements, s'ils ne sont pas effectués sans changements financiers, pourraient avoir un impact colossal sur la manière dont les services d'urgence sont fournis à travers la province ;

QU'IL SOIT RÉSOLU QUE le Conseil de la Cité de Clarence-Rockland s'oppose formellement au projet de loi 160 ; et

QU'IL SOIT RÉSOLU QU'une copie de cette résolution soit envoyée à l'honorable Eric Hoskins, Ministre de la Santé et des Soins de longue durée, l'honorable Marie-France Lalonde, Ministre de la sécurité communautaire et des services correctionnels, Grant Crack, député de Glengarry-Prescott-Russell et à toutes les municipalités de l'Ontario.

ADOPTÉE, telle que modifiée



7th Floor, Frost Building South
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416-325-0400
Facsimile: 416-325-0374

7^e étage, Édifice Frost Sud
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone: 416-325-0400
Télécopieur: 416-325-0374

Dear Heads of Municipal Councils:

Ontario continues to prepare for federal legalization of cannabis by moving ahead with its safe and sensible framework to govern the lawful use and retail distribution of cannabis as a carefully controlled substance within the province. On December 12, 2017, Ontario passed legislation that will regulate the lawful use, sale and distribution of recreational cannabis by the federal government's July 2018 deadline.

I am writing to provide you with an update on the provincial work underway to establish a retail and distribution channel for legal cannabis. I would also like to confirm the Province's commitment to engaging with municipalities on funding to help address the incremental costs associated with the implementation of cannabis legalization in Ontario.

Our objectives in the establishment of the retail and distribution system for legal cannabis are to protect youth and eliminate the illegal market. Municipalities are essential partners in the efforts to achieve these goals.

As noted in my October 27 letter, the various engagements the province has had with municipalities have been beneficial. Over the course of November and December, staff from the Ministry of Finance and the Liquor Control Board of Ontario (LCBO) met with staff of the municipalities identified for the initial cannabis retail stores for July 2018. These meetings provided valuable insights on provincial guidelines and areas of local interests that will inform store siting. I would like to thank the staff of these municipalities for their thoughtful feedback.

With the conclusion of the federal government's consultation with provinces and territories on the tax framework, we now have a better understanding of the revenue share to address the costs of legalization. During those discussions, we negotiated for a greater share of revenue on the basis that both the province and municipalities bear incremental costs. We now look forward to engagement with municipalities on a reasonable distribution of the province's share of the federal excise tax revenue. Given the federal government's forecasts of modest revenue and the Federation of Canadian Municipalities' estimated cost projections, our engagement will need to acknowledge that it appears unlikely there will be enough revenue to fully cover the incremental municipal and provincial costs associated with legalization.

In January 2018, the Ministry of Finance will work with the Association of Municipalities of Ontario and the City of Toronto to launch an engagement process with municipalities on cannabis-related funding. This process will consider what is known about incremental municipal and provincial costs and set out a proposed approach to funding for municipalities that supports our shared policy objectives.

To help guide this engagement, I would like to propose the following principles:

- Address Implementation Costs – An approach to funding should acknowledge that the province and municipalities will incur upfront incremental costs as a result of the federal government's decision to legalize cannabis and that a funding approach should focus on helping to address these costs.
- Respect the Role of Municipalities – An approach to funding should recognize the efforts of municipalities in their areas of jurisdiction associated with the legalization of cannabis.
- Align with the Term of the Federal Tax Framework – An approach to funding should align with the two-year term agreed to between the federal, provincial and territorial governments on the federal excise tax.

As we conclude the holiday season and reflect on the past year, I would like to thank you again for your meaningful engagement with the province as we all prepare for the legalization of cannabis in July 2018. Please accept my best wishes for the New Year.

Sincerely,



Charles Sousa
Minister

c: The Honourable Yasir Naqvi, Attorney General of Ontario
The Honourable Bill Mauro, Minister of Municipal Affairs
Ali Ghiassi, Chief of Staff, Minister's Office, Ministry of Finance
Scott Thompson, Deputy Minister, Ministry of Finance
Nicole Stewart, Executive Lead, Cannabis Retail Implementation Project,
Ministry of Finance
Lynn Dollin, President, Association of Municipalities of Ontario
Pat Vanini, Executive Director, Association of Municipalities of Ontario
Municipal CAOs and City Managers

Sandy Kitchen

From: Sandy Kitchen
Sent: Wednesday, January 3, 2018 3:00 PM
To: Sandy Kitchen
Subject: FW: A message from the Minister of Infrastructure / Un message du Ministre de l'Infrastructure

From: Minister of Infrastructure [<mailto:Minister.MOI@ontario.ca>]
Sent: January-03-18 2:40 PM
To: Minister of Infrastructure <Minister.MOI@ontario.ca>
Subject: A message from the Minister of Infrastructure / Un message du Ministre de l'Infrastructure

Dear Sir/Madam:

I am pleased to provide you with an important update on the Clean Water and Wastewater Fund (CWWF): the federal government has recently advised of the **elimination of the 60 per cent expenditure constraint and for a program-wide extension until March 31, 2020.**

These changes arise from the work we have done together to ensure the federal government was aware of the need for flexibility in the timelines and expenditure requirements under the CWWF program. Based on feedback provided by municipalities across Ontario, and that provided by my colleagues across the country, on September 20, 2017 I wrote the federal government on behalf of all provinces and territories outlining the challenges of the federal timelines and expenditure requirement. I also raised these issues in discussions I recently held with Minister Sohi at the Ontario-Canada Ministers' meeting on December 8, 2017. I am pleased that by working together, we were able to collaborate with the federal government and achieve this outcome.

Now, with over 1,360 projects approved in Ontario, and over 30 per cent of projects confirmed to be underway, Ontario's municipalities and First Nations are well placed to benefit from water, wastewater and stormwater capital works improvements in their communities.

I would also like to note the importance of the program reporting requirements, as the federal government has made timely reporting a condition of the program extension, building on the existing requirements. The CWWF Team at Infrastructure Ontario will be reaching out to you shortly to identify the necessary reporting and associated deadlines, and are available to provide any assistance you require in completing your reporting requirements.

Should you have any questions, please contact the CWWF Team at Infrastructure Ontario at 1-844-803-8856 or email CWWF@infrastructureontario.ca.

I look forward to continuing to work together as you implement these important projects across Ontario.

Sincerely,

Bob Chiarelli

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 1-2018

Being a by-law for the imposition of development charges

WHEREAS the Town of Kingsville will experience growth through development and re-development;

AND WHEREAS development and re-development requires the provision of physical and social services by the Town of Kingsville;

AND WHEREAS Council desires to ensure that the capital cost of meeting growth-related demands for or burden on municipal services does not place an excessive financial burden on the Town of Kingsville or its existing taxpayers while at the same time ensuring new taxpayers contribute no more than the net capital cost attributable to providing the current level of municipal services;

AND WHEREAS the Development Charges Act, 1997 (the “Act”) provides that the council of a municipality may by by-law impose development charges against land to pay for increased capital costs required because of increased needs for services;

AND WHEREAS a development charge background study has been completed in accordance with the Act;

AND WHEREAS the Council of The Corporation of the Town of Kingsville has given notice of and held a public meeting on the 11th day of December, 2017 in accordance with the Act and the regulations thereto;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. INTERPRETATION

1.1 In this By-law the following items shall have the corresponding meanings:

“accessory” means a building that is normally incidental, subordinate and exclusively devoted to a main building that is located on the same lot therewith and includes a private garage that is not attached to the main building in any way and does not include a fence or a sign.

“Act” means the Development Charges Act, as amended, or any successor thereof;

“agreement” shall mean a contract between the municipality and an owner of land and any amendment thereto;

“apartment unit” means any residential unit within a building containing more than four dwelling units where the units are connected by an interior corridor;

“bedroom” means a habitable room which can be used as sleeping quarters, but does not include a bathroom, living room, dining room or kitchen;

“board of education” has the same meaning as set out in the Education Act, R.S.O. 1990, Chap. E.2, as amended, or any successor thereof;

"Bona Fide Farm" means the cultivation of land, the production of crops and the selling of such product on the premises, and the breeding and care of livestock and the selling of such livestock or the product of such livestock raised on the premises, and without limiting the generality of the foregoing includes aviaries, apiaries, fish farming, animal husbandry, and the raising and harvesting of field, bush, or tree crops, market gardening, and nurseries. However, “bona fide farm” does not include facilities for the permanent or temporary housing of persons employed on the lot;

“bona fide farm building” means that part of a bona fide farm operation encompassing barns, silos, and other ancillary development to an agricultural use, but excluding a residential use;

“Building Code Act” means the Building Code Act, S.O. 1992, as amended, or any successor thereof;

“bunk house” means a building accessory to a permitted agricultural use containing kitchen and bathroom facilities and sleeping accommodation in individual or combination rooms for workers directly employed by the permitted use;

“capital cost” means costs incurred or proposed to be incurred by the municipality, or a local board thereof, directly or under an agreement, required for the provision of services designated in this By-law within or outside of the municipality;

- (a) to acquire land or an interest in land, including a leasehold interest,
- (b) to improve land,
- (c) to acquire, lease, construct or improve buildings and structures,
- (d) to acquire, construct or improve facilities including,
 - (i) furniture and equipment other than computer equipment, and

(ii) material acquired for circulation, reference or information purposes by a library board as defined in the Public Libraries Act, R.S.O. 19990, Chap. P.44, as amended, or any successor thereof; and

(iii) rolling stock with an estimated useful life of seven years or more, and

(e) to undertake studies in connection with any matter under the Act and any of the matters in clauses (a) to (d) above, including the development charge background study required for the provision of services designated in this By-law within or outside the municipality, including interest on borrowing for those expenditures under clauses (a) to (e) above that are growth-related;

“commercial” means any use of land, structures or buildings for the purposes of buying or selling commodities and services, but does not include industrial or agricultural uses, but does include hotels, motels, motor inns and boarding, lodging and rooming houses;

“Council” means the Council of the Corporation of the Town of Kingsville;

“development” means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that the effect of increasing the size of usability thereof, and includes redevelopment;

“development charge” means a charge imposed with respect to this By-law;

“dwelling unit” means any part of a building or structure used, designed or intended to be used as a domestic establishment in which one or more persons may sleep and are provided with culinary and sanitary facilities for their exclusive use;

“Engineering Services” means water supply services, sanitary sewer services, storm drainage and treatment services, transportation services and electrical power or energy services;

“Existing” means the number, use and size that existed as of the date this by-law was passed;

“greenhouse” means a structure that is used for growing plants in regulated temperatures, humidity, and ventilation. A greenhouse can range from a small room carrying a few plants over the winter to an immense hearted building called a hothouse or conservatory, covering acres of ground and used for growing fruits, vegetables or flowers;

“gross floor area” means:

(a) in the case of a residential building or structure, the total area of all floors above grade of a dwelling unit measured between the outside surfaces of exterior walls or

between the outside surfaces of exterior walls and the centre line of party walls dividing the dwelling unit from any other dwelling unit or other portion of a building; and

(b) in the case of a non-residential building or structure, or in the case of a mixed-use building or structure in respect of the non-residential portion thereof, the total area of all building floors above or below grade measured between the outside surfaces of the exterior walls, or between the outside surfaces of exterior walls and the centre line of party walls dividing a non-residential use and a residential use, except for:

(i) a room or enclosed area within the building or structure above or below that is used exclusively for the accommodation of heating, cooling, ventilating, electrical, mechanical or telecommunications equipment that service the building;

(ii) loading facilities above or below grade; and

(iii) a part of the building or structure below grade that is used for the parking of motor vehicles or for storage or other accessory use;

“industrial” means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club;

“Institutional” means land, buildings, structures or any part thereof used by any organization, group or association for promotion of charitable, educational or benevolent objectives and not for profit or gain;

“Local Board” means a school board, public utility, commission, transportation commission, public library board, board of park management, local board of health, board of commissioners of police, planning board, or any other board, commission, committee, body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes, including school purposes, of the Town of Kingsville or any part or parts thereof;

“local services” means those services, facilities or things which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates in respect of the lands under Sections 41, 51 or 53 of the Planning Act, R.S.O. 1990, Chap. P.13, as amended, or any successor thereof;

“mixed use building” means a building that is used and/or designated to be used for both residential and non-residential purposes;

“multiple dwellings” means all dwellings other than single-detached, semi-detached and apartment unit dwellings;

“municipality” means the Corporation of the Town of Kingsville;

“net capital cost” shall mean the capital cost, less capital grants, subsidies and other contributions made to the municipality or that the Council anticipates will be made, including conveyances or payments under Sections 42, 51 and 53 of the Planning Act, in respect of the capital cost;

“non-residential use” means a building or structure of any kind whatsoever used, designed or intended to be used for other than a residential use;

“Official Plan” means the Official Plan adopted for the Town, as amended and approved;

“Owner” means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed’

“place of worship” means that part of a building or structure that is exempt from taxation as a place of worship under the *Assessment Act*, R.S.O. 1990, C.A. 31, as amended, or any successor legislation thereof;

“Rate” means the interest rate established weekly by the Bank of Canada based on Treasury Bills having a term of 91 days;

“regulation” means any regulation made pursuant to the Act;

“Residential Dwelling” means a building, occupied or capable of being occupied as a home, residence or sleeping place by one or more persons, containing one or more Dwelling Units but not including motels, hotels, tents, truck campers, tourist trailers, mobile camper trailers or boarding, lodging or rooming houses;

“residential use” means the use of a building or structure or portion thereof for one or more Dwelling Units. This also includes a Dwelling Unit on land that is used for an Agricultural Use;

“row dwelling” means a building containing three or more attached dwelling units in a single row, each of which dwelling units has an independent entrance from the outside and is vertically separated from any abutting dwelling unit;

“semi-detached dwelling” means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;

“service” means a service designed in Schedule “A” to this By-law, and “services” shall have a corresponding meaning;

“servicing agreement” means an agreement between a landowner and the municipality relative to the provision of municipal services to specified land within the municipality;

“single detached dwelling unit” means a residential building consisting of one dwelling unit and not attached to another structure;

“Town” means the area within the geographic limits of the Town of Kingsville;

“wind turbine” means a part of a system that converts energy into electricity, and consists of a wind turbine, a tower and associated control or conversion electronics. A wind turbine and energy system may be connected to the electricity grid in circuits at a substation to provide electricity off-site for sale to an electrical utility or other intermediary; and

“Zoning By-Law” means the Zoning By-Law of the Town of Kingsville, or any successor thereof passed pursuant to Section 34 of the Planning Act, S.O. 1998.

2. DESIGNATION OF SERVICES

2.1 The categories of services for which development charges are imposed under this By-law are as follows:

- (a) Services Related to a Highway;
- (b) Other Transportation Services
- (c) Police Services;
- (d) Fire Protection Services;
- (e) Municipal Parking Spaces;
- (f) Outdoor Recreation Services;
- (g) Indoor Recreation Services;
- (h) Library Services;
- (i) Administration (studies);
- (j) Non-Administration Facilities;
- (k) Storm Water Drainage and Control Services;

(l) Wastewater Services

2.2 The components of the services designated in section 2.1 are described in Schedule A.

3. APPLICATION OF BY-LAW RULES

3.1 Development charges shall be payable in the amounts set out in this By-law where:

- (a) the lands are located in the area described in section 3.2; and
- (b) the development of the lands requires any of the approvals set out in subsection 3.4(a).

Area to Which By-law Applies

3.2 Subject to section 3.3, this By-law applies to all lands in the Town of Kingsville whether or not the land or use thereof is exempt from taxation under s. 13 or the Assessment Act.

3.3. Notwithstanding clause 3.2 above, this by-law shall not apply to lands that are owned by and used for the purposes of:

- (a) the municipality or a local board thereof;
- (b) a board of education;
- (c) the Corporation of the County of Essex or a local board thereof;
- (d) a place of worship; or
- (e) a bona fide farm building.

Approvals for Development

3.4 (a) Development charges shall be imposed on all lands, buildings or structures that are developed for residential or non-residential uses if the development requires:

- (i) the passing of a zoning by-law or of an amendment to a zoning by-law under section 34 of the Planning Act;
- (ii) the approval of a minor variance under section 45 of the Planning Act;
- (iii) a conveyance of land to which a by-law passed under subsection 50(7) of the Planning Act applies;

- (iv) the approval of a plan of subdivision under section 51 of the Planning Act;
 - (v) a consent under section 53 of the Planning Act;
 - (vi) the approval of a description under section 50 of the Condominium Act, R.S.O. 1990, Chap. C.26, as amended, or any successor thereof; or
 - (vii) the issuing of a permit under the Building Code Act in relation to a building or structure.
- (b) No more than one development charge for each service designated in subsection 2.1 shall be imposed upon any lands, buildings or structures to which this By-law applies even though two or more of the actions described in subsection 3.4(a) are required before the lands, buildings or structures can be developed.
- (c) Despite subsection 3.4(b), if two or more of the actions described in subsection 3.4(a) occur at different times, additional development charges shall be imposed if the subsequent action has the effect of increasing the need for services.

Exemptions

3.5 Notwithstanding the provisions of this By-law, development charges shall not be imposed with respect to:

- (a) an enlargement to an existing dwelling unit;
- (b) one or two additional dwelling units in an existing single detached dwelling; or
- (c) one additional dwelling unit in any other existing residential building;

3.6 Notwithstanding section 3.5(b), development charges shall be imposed if the total gross floor area of the additional one or two units exceeds the gross floor area of the existing dwelling unit.

3.7 Notwithstanding section 3.5, development charges shall be imposed if the additional unit has a gross floor area greater than

- i. in the case of a semi-detached or row dwelling, the gross floor area of the existing dwelling unit; and
- ii. in the case of any other residential building, the gross floor area of the smallest dwelling unit contained in the residential building.

3.8 Exemption for Industrial Development:

3.8.1 Notwithstanding any other provision of this by-law, no development charge is payable with respect to an enlargement of the gross floor area of an existing industrial building where the gross floor area is enlarged by 50 percent or less.

3.8.2 If the gross floor area of an existing industrial building is enlarged by greater than 50 percent, the amount of the development charge payable in respect of the enlargement is the amount of the development charge that would otherwise be payable multiplied by the fraction determined as follows:

- 1) determine the amount by which the enlargement exceeds 50 percent of the gross floor area before the enlargement;
- 2) divide the amount determined under subsection 1) by the amount of the enlargement

3.9 For the purpose of section 3.8 herein, “existing industrial building” is used as defined in the Regulation made pursuant to the Act.

Amount of Charges

Residential

3.10 The development charges set out in Schedule B shall be imposed on residential uses of lands, buildings or structures, including a dwelling unit accessory to a non-residential use and, in the case of a mixed use building or structure, on the residential uses in the mixed use building or structure, according to the type of residential unit, and calculated with respect to each of the services according to the type of residential use.

3.11 The development charges set out in Schedule B for bunk houses shall be imposed subject to section 3.10 on a per capita basis, per building, and up to a maximum of 10 persons per building.

Non-Residential

3.12 The development charges described in Schedule B to this by-law shall be imposed on non-residential uses of lands, buildings or structures, and, in the case of a mixed use building or structure, on the non-residential uses in the mixed use building or structure, and calculated with respect to each of the services according to the total floor area of the non-residential use for all uses except wind turbines. Development charges described in Schedule B to this by-law shall be imposed on Wind turbines on a per unit basis.

Reduction of Development Charges for Redevelopment

3.13 Despite any other provisions of this By-law, where, as a result of the redevelopment of land, a building or structure existing on the same land within 5 years prior to the date of payment of development charges in regard to such redevelopment was, or is to be demolished, in whole or in part, or converted from one principal use to another principal use on the same land, in order to facilitate the redevelopment, the development charges otherwise payable with respect to such redevelopment shall be reduced by the following amounts:

(a) in the case of a residential building or structure, or in the case of a mixed-use building or structure, the residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charge under subsection 3.10 and 3.11 by the number, according to type, of dwelling units that have been or will be demolished or converted to another principal use; and

(b) in the case of a non-residential building or structure or, in the case of mixed-use building or structure, the non-residential uses in the mixed-use building or structure, an amount calculated by multiplying the applicable development charges under subsection 3.12, by the gross floor area that has been or will be demolished or converted to another principal use;

provided that such amounts shall not exceed, in total, the amount of the development charges otherwise payable with respect to the redevelopment.

Time of Payment of Development Charges

3.14 Development charges imposed under this By-law are calculated, payable, and collected upon issuance of a building permit for the development.

3.15 Despite section 3.14, Council from time to time, and at any time, may enter into agreements providing for all or any part of a development charge to be paid before or after it would otherwise be payable, in accordance with section 27 of the Act.

4. PAYMENT BY SERVICES

4.1 Despite the payment required under subsections 3.11 and 3.12, Council may, by agreement, give a credit towards a development charge in exchange for work that relates to a service to which a development charge relates under this By-law.

5. INDEXING

5.1 Development charges imposed pursuant to this By-law shall be adjusted annually, without amendment to this By-law, commencing on January 1, 2019 and annually thereafter, in accordance with the prescribed index in the Act.

6. SCHEDULES

6.1 The following schedules shall form part of this By-law:

Schedule A - Components of Services Designated in section 2.1

Schedule B - Residential and Non-Residential Development Charges

Schedule C - Map Illustrating the Areas Subject to the Various Charges

7. CONFLICTS

7.1 Where the Town and an owner or former owner have entered into an agreement with respect to land within the area to which this By-law applies, and a conflict exists between the provisions of this By-law and such agreement, the provisions of the agreement shall prevail to the extent that there is a conflict.

7.2 Notwithstanding section 7.1, where a development which is the subject of an agreement to which section 7.1 applies, is subsequently the subject of one or more of the actions described in subsection 3.4(a), an additional development charge in respect of the development permitted by the action shall be calculated, payable and collected in accordance with the provisions of this By-law if the development has the effect of increasing the need for services, unless such agreement provides otherwise.

8. SEVERABILITY

8.1 If, for any reason, any provision of this By-law is held to be invalid, it is hereby declared to be the intention of Council that all the remainder of this By-law shall continue in full force and effect until repealed, re-enacted, amended or modified.

9. DATE BY-LAW IN FORCE

9.1 This By-law shall come into effect at 12:01 AM on _____, 2018.

10. DATE BY-LAW EXPIRES

10.1 This By-law will expire at 11:59 PM on _____, 2023 unless it is repealed by Council at an earlier date.

11. EXISTING BY-LAWS REPEALED

11.1 By-law Numbers 12-2013, 27-2013, and 53-2015 are hereby repealed as of the date and time of this By-law coming into effect.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8TH DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

SCHEDULE "A" TO BY-LAW
COMPONENTS OF SERVICES DESIGNATED IN SUBSECTION 2.1

100% Eligible Services

Storm Water Drainage and Control Services

Wastewater Services

Water Services

Services Related to a Highway

Roads, Bridges and Culverts

Traffic Signals

Sidewalks

Streetlights

Public Works Facilities

Public Works Fleet

Police Services

Police Stations

Police Small Equipment and Gear

Fire Protection

Fire stations

Fire pumps, aerials, tankers and rescue vehicles

Fire Small equipment and gear

90% Eligible Services

Municipal Parking Spaces

Indoor and Outdoor Recreation Services

Parkland development, Amenities, and Trails

Recreation Facilities

Vehicles and Equipment

Library Services

Public Library Space

Administration

Growth Related Studies

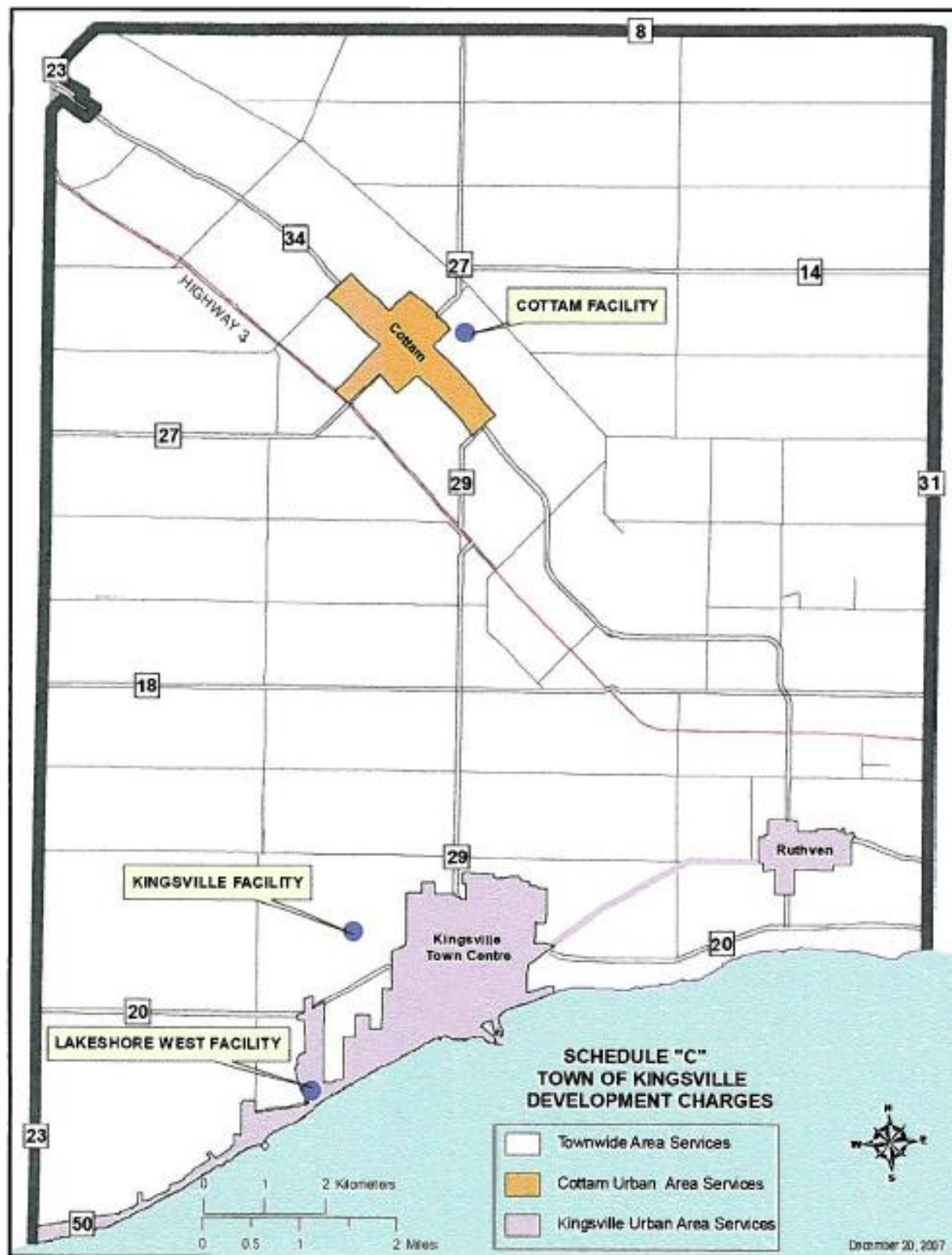
Non-Administration Facilities

**Schedule “B”
By-law No. 1-2018
Schedule of Development Charges**

Service	RESIDENTIAL					NON-RESIDENTIAL		
	Single and Semi-Detached Dwelling	Apartments - 2 Bedrooms +	Apartments - Bachelor and 1 Bedroom	Other Multiples	Bunk Houses* (per capita)	(per ft² of Gross Floor Area)	Greenhouses (per sq.ft.)	Wind Turbine (per unit)
Town-Wide Services:								
Services Related to a Highway	5,129	2,470	3,039	3,540	1,727	0.54	0.54	5,129
Municipal Parking Spaces	42	20	25	29	14	0.00	-	-
Fire Protection Services	-	-	-	-	-	0.00	-	-
Police Services	153	74	91	106	52	0.02	0.02	153
Indoor & Outdoor Recreation Services	1,518	731	900	1,048	511	0.02	-	-
Library Services	306	147	181	211	103	0.00	-	-
Administration	237	114	140	164	80	0.01	0.01	237
Non-Administration Facilities	26	13	15	18	9	0.00	-	26
Total Town-Wide Services	7,411	3,569	4,391	5,116	2,495	0.59	0.57	5,545
Urban Services								
Stormwater Drainage and Control Services	192	92	114	133	65	0.11	-	-
Wastewater Services	2,051	988	1,215	1,416	691	1.13	-	-
Water Services	3,580	1,724	2,121	2,471	1,205	0.50	0.50	-
Total Urban Services	5,823	2,804	3,450	4,020	1,961	1.74	0.50	-
GRAND TOTAL RURAL AREA	7,411	3,569	4,391	5,116	2,495	0.59	0.57	5,545
GRAND TOTAL URBAN AREA	13,234	6,373	7,841	9,136	4,456	2.33	1.07	5,545

*Bunk houses charged on a per capita basis, per building, up to a maximum of 10 persons per building.

Schedule "C"
Town of Kingsville
Map of the Urban Areas of the Town



THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 2 - 2018

Being a By-law authorizing the entering into of a Contribution Agreement with The Leamington & Area Family Health Team

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations; and

WHEREAS The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into a Contribution Agreement with The Leamington & Area Family Health Team.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with The Leamington & Area Family Health Team a Contribution Agreement attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

CONTRIBUTION AGREEMENT

THIS AGREEMENT dated as of the [] day of [], 2017

B E T W E E N :

THE CORPORATION OF THE TOWN OF KINGSVILLE

(“**Kingsville**”)

- and -

THE LEAMINGTON & AREA FAMILY HEALTH TEAM

(the “**Recipient**”)

WHEREAS Kingsville is a party to a lease, with respect to the premises located at 59 Main Street East, Kingsville, Ontario (the “**Existing Service Location**”), for which lease Kingsville provides a grant to the Recipient for the payment of rent;

AND WHEREAS the Lease which expires on October 31, 2017, will be extended for one year from November 1, 2017 to October 31, 2018, or sooner should Leamington & Area Family Health Team (LAFHT) be able to take possession of the New Service Location after which date the Recipient will relocate to New Service Location , Kingsville, Ontario (the “**New Service Location**”);

AND WHEREAS Kingsville will not be a party to the New Lease, however pursuant to this Grant Agreement (the “**Agreement**”) will continue to provide grants to the Recipient;

NOW THEREFORE in consideration of the premises mutual agreements hereinafter set out and of other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1.0 Term

1.1 The term of this Agreement shall commence on the 1st day of November, 2018 and shall expire on the 31st day of October, 2024, unless terminated earlier pursuant to Articles 4 or 5 of this Agreement (the “**Term**”).

2.0 Kingsville Health Services Plan

2.1 The Recipient shall provide, during the Term, at the New Service Location, the health services as detailed in the Kingsville Health Service Plan attached hereto as Schedule “A” (the “**Funded Services**” or the “**Kingsville Health Service Plan**”).

2.2 The Recipient shall not decrease the Funded Services levels provided for in the Kingsville Health Service Plan without Kingsville's prior written consent.

3.0 Recipient Grant

- 3.1 (a) Subject to the terms and conditions of this Agreement, Kingsville shall pay to the Recipient an annual amount of \$59,125.00, payable on a quarterly basis in the amount of \$14,781.25 (hereinafter referred to as the "**Funds**" or "**Funding**"). The Funds are inclusive of HST, if applicable.
- (b) Kingsville shall pay Funds to the Recipient within fifteen (15) days of the beginning of each fiscal quarter during the Term of this Agreement. For greater certainty, each fiscal quarter is deemed to begin on the first day of January, April, July, and October during the Term of this Agreement.
- (c) The Funds paid to the Recipient are to be used solely for the purposes in support of providing the Funded Services at the New Service Location pursuant to the terms of this Agreement and for no other purpose.

3.2 Kingsville may require immediate repayment from the Recipient of the Funds previously paid and terminate one or more future payment(s) of Funds during the remainder the Term if it determines, by definition of the Kingsville Health Service Plan – Schedule A - that the Funds were not spent or applied in accordance with the terms of this Agreement.

3.3 Any extension of this Agreement beyond October 31st , 2024 is subject to Kingsville's review and approval, in its sole and absolute discretion.

4.0 Termination

4.1 Subject to the terms and conditions herein, either Party may terminate this Agreement at any time without liability, cost, or penalty, and without cause for any reason, upon giving at least sixty (120) days written notice of its intention to do so.

4.2 Subject to section 4.3, if either the Recipient or Kingsville is in breach of this Agreement, the non-defaulting party may terminate this Agreement as follows:

- (a) In the case of any breach that is capable of being cured, the non-defaulting party may provide notice to the other party, which notice shall set out the particulars of the breach, and state that if the breach is not cured within thirty (60) days, then the Agreement may be terminated at any time by immediate written notice provided by the non-defaulting party; and
- (b) In the case of any breach that is not capable of being cured, the non-defaulting party may terminate this Agreement by immediate notice provided to the other party.

4.3 For purposes of Section 4.2, but without limited the provisions thereof, the following events shall be deemed to be breaches of this Agreement by the Recipient, which Kingsville shall be entitled at its option to deem as incapable of being cured:

- (a) The Recipient has knowingly provided false or misleading information regarding any aspect of its organization; or
- (b) The Recipient enters into another agreement with Kingsville for the same or similar purposes as those covered in this Agreement at another location within the boundaries of the Town of Kingsville.

4.4 Upon termination or expiry of the New Lease, this Agreement shall terminate automatically without liability, cost, or penalty to either party.

4.5 Upon termination of this Agreement, Kingsville shall cancel all further Funding and may, in its sole discretion, demand repayment of any Funds that the Recipient has used for purposes contrary to the terms of this Agreement.

4.6 Kingsville may charge interest on any amount that is owed to it pursuant to this Agreement, at the current interest rate charged by Kingsville on accounts receivable.

5.0 Bankruptcy and Creditor Arrangement

5.1 Notwithstanding any other provision in this Agreement, Kingsville, without liability, cost, or penalty, may terminate this Agreement immediately upon giving notice to the Recipient if the Recipient is adjudged bankrupt or is insolvent according to the provisions of the *Bankruptcy and Insolvency Act*, R.S.C. 1992, c. 27, s. 2, and the regulations made thereunder; a receiver or trustee of the Recipient's property and affairs is appointed; the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, is petitioned into bankruptcy, or files for the appointment of a receiver; or attempts to execute a bulk sale of its property, except with the prior consent of Kingsville, which consent shall not be unreasonably withheld.

5.2 For the purposes of this section, any Funding received in advance by the Recipient prior to expenditure shall be deemed to be held in trust by the Recipient for Kingsville until such time as such Funds are spent in accordance with the provisions this Agreement. All such deemed trust funds shall be returned to Kingsville in full in the event of termination pursuant to this section.

6.0 Agreement Monitoring

6.1 In addition to any other rights provided hereunder, Kingsville may, during the Term or any extended term, monitor performance of the Funded Services specific to the conditions of the **Kingsville Health Service Plan**. If Kingsville has any concerns with respect to the Recipient and/or the Recipient's performance of the Funded Services that are specific to the **Kingsville Health Service Plan** or any of the Recipient's obligations under this Agreement then,

- a) Kingsville may, by written notice to the Recipient, cause a meeting (a “**Contract Management Meeting**”) to take place between a senior representative of the Recipient no later than five (5) business days after the delivery of such notice by Kingsville, and the notice may specify the areas of concern that Kingsville wishes to raise with the Recipient, and
- b) At the Contract Management Meeting, the Recipient shall,
 - a. Respond to the concerns raised by Kingsville; and
 - b. If applicable, prepare and implement a plan of remedial or other action acceptable to Kingsville, within a reasonable time period, which will be determined by Kingsville, for the purposes of addressing the concerns for which Kingsville called the Contract Management Meeting.

6.2 In addition to any other rights provided hereunder, Kingsville may, by written notice of suspension to the Recipient, suspend all, or a part of, payment of the Funds if the Recipient fails to perform any of its obligations under this Agreement, including the carrying out of the Funded Services to the reasonable satisfaction of Kingsville, provided that such notice of suspension,

- a. Specifies the nature of the Recipient’s Failure; and
- b. Requires the Recipient to remedy such failure no later than forty-five (45) days after the receipt by the Recipient of such notice of suspension.

Kingsville shall pay to the Recipient the amounts withheld pursuant to this Section 6.2, without interest, no later than thirty (30) days after the Recipient remedies the default that gave rise to the withholding pursuant to this Section 6.2 to the reasonable satisfaction of Kingsville.

7.0 Accounting

7.1 The Recipient shall keep and maintain all records, invoices and other documents relating specifically to the Kingsville Health Service Plan Funding *only* in a manner consistent with General Accepted Accounting Principles and clerical practices, and shall maintain such records specific to **Kingsville Health Service Plan** and keep them available for review by Kingsville and its agents for a period of seven (7) years from the termination or expiry of this Agreement.

7.2 To assist Kingsville in the task described in this section, the Recipient shall provide information specific to the Kingsville Health Service Plan to Kingsville reasonably requested by Kingsville.

8.0 Notices

8.1 Any notice, communication, invoice or report required or permitted to be given under this Agreement shall be in writing; delivered personally, by pre-paid courier, registered or prepaid regular mail and addressed to the other party as follows:

To Kingsville:

Attn: Director of Corporate Services
2021 Division Rd. North
Kingsville, ON
N9Y 2Y9

With a copy to:

Attn: Chief Administrative Officer
2021 Division Rd. North
Kingsville, ON
N9Y 2Y9

To the Recipient:

Attn: Executive Director or General Manager
197 Talbot St. W.
Leamington, ON
N8H 1N8

9.0 Limitation of Liability

9.1 Kingsville and its affiliates, and their respective member of council, officers, directors, employees, independent contractors, subcontractors, agents, and assigns shall not be liable to the Recipient, and/or its representatives, for any losses, expenses, costs, claims, damages, and liabilities occasioned by or attributable to anything done or omitted to be done by the Recipient or its representatives in connection with this Agreement, or otherwise related in any way to the Funded Services.

9.2 The Recipient agrees that it is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers and subcontractors as they pertain to the terms and condition of this Agreement or the Funded Services. This paragraph is in addition to any and all of the Recipient's liabilities under this Agreement and under the general application of law. The Recipient shall be liable for all damages, costs, expenses, losses, claims or actions arising from any breach of this Agreement or otherwise related to the Funded Services resulting from the actions of the above-mentioned individuals and entities. This paragraph shall survive the termination or expiry of this Agreement.

10.0 Indemnity

10.1 **Recipient Indemnity.** The Recipient shall at all times, both during and following the Term of this Agreement and any extensions of this Agreement, indemnify and save harmless, Kingsville and its affiliates, and their respective member of council, officers, directors, employees, independent contractors, subcontractors, agents, and assigns (hereinafter referred to as the "**Indemnified Parties**") from and against all claims, causes of action, demands,

liabilities, losses, costs, damages, actions, suits, judgments or other proceedings of any kind or nature (hereinafter referred to collectively as “**Claims**”) by whomsoever made, sustained, occasioned by, brought or prosecuted in any manner based upon, occasioned by, or in any way attributable to anything done or omitted to be done by the Recipient, its officers, directors, employees, agents, assigns, independent contractors or subcontractors, in the performance of their duties under this Agreement or otherwise related to the Funded Services.

11.0 General

11.1 The Recipient shall obtain Kingsville’s prior consent related to any communication or disclosure of Kingsville’s provision of Funding for Funded Services or other terms of this Agreement.

11.2 Except as otherwise specifically stated herein, this Agreement and its Schedule constitute the entire Agreement between the parties pertaining to the Recipient. No modification of this Agreement shall be binding unless in writing and executed by all parties.

11.3 The parties herein are, at all times, independent of one another and shall not be deemed to be employees, agents, partners of, or in a joint venture with, one another.

11.4 No waiver of any breach of this Agreement shall operate as a waiver of any subsequent breach or of the breach of any other provision of this Agreement. No provision of this Agreement shall be deemed to be waived, and no breach excused, unless such waiver or the consent excusing the breach is in writing and signed by the party that is purported to have given such waiver or consent. No delay or omission on the part of any party to this Agreement to avail itself of any such right.

11.5 The Recipient shall not assign, transfer, or pledge any provision or right under this Agreement without Kingsville’s prior written consent. Kingsville may withhold such consent in its sole discretion, or it may grant it subject to such terms and conditions as it may require.

11.6 Time is of the essence.

11.7 If requested by Kingsville in writing, the Recipient shall use commercially reasonable efforts to acknowledge the support of Kingsville in connection with the Funding.

[Signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

**THE LEAMINGTON & AREA FAMILY
HEALTH TEAM**

By: _____

Name: _____

Title: _____

I/we have authority to bind the corporation

**THE CORPORATION OF THE TOWN OF
KINGSVILLE**

By: _____

Name: Nelson Santos

Title: Mayor of Kingsville

By: _____

Name: Jennifer Astrologo

Title: Director of Corporate Services

I/we have authority to bind the corporation

SCHEDULE “A”

Kingsville Health Service Plan

Effective as of November 1, 2017, the following health services will be provided by the Recipient at the New Service Location for the benefit of the residents of Kingsville:

Additional Physicians

- Leamington and Area Family Health Team (LAFHT) serving the new proposed Kingsville office will provide health services at the New Location during the Term of this Agreement and in accordance with the following:
 - 1) Provide the current complement of (4) physicians that included the new physician Dr. Alexis Taylor that began April 17th 2017
 - 2) An additional physician will be recruited serving the New Service Location subject to fulfilling their rostering requirements under the “Income Stabilization for Family Health Organizations” program with the Ministry of Health & Long Term Care (MOHLTC) and, subject to condition 3 below.
 - 3) an additional physician will be recruited when - subject to the designation of Kingsville as an underserved area according to the Erie St. Clair Local Health Integrated Network (ESC LHIN) and the Ministry of Health & Long Term Care (MOHLTC) - to begin at a point the New Service Location is open subject to patient roster waiting list demand for the Kingsville postal code area as a requirement for an additional physician to meet the criteria to qualify for “Income Stabilization for Family Health Organizations.”
 - 4) The additional recruited physician will then provide services during the Term at the New Service Location.
- If the three (3) physicians, or their designate that currently provide health services at 273 Main Street, Kingsville, transfer to provide health services at the New Service Location, then they shall not count towards the total number of physicians that are required to provide services under this Agreement.
- If any of the physicians required, to provide services under this Agreement cease to practice medicine due to death, loss of license or any other unforeseeable event, then the Recipient shall make commercially reasonable efforts to replace the physician(s) in a timely manner according to condition 2 to 4 above
- The current waiting list of patients in Kingsville and area will be rostered.
- Recruitment of new patients will be promoted by the Recipient.

Minimum Level of Service

- A minimum hours of service per week will be at the current level plus Increased Urgent Hours and subject to conditions 2 to 4 above dedicated to delivering the Funded Services by physicians at the New Service Location.

Increased Urgent Hour Service

- Eight (8) Urgent hours service will be provided by the physicians during the week.

- Urgent hour schedules will be posted/advertised to all rostered patients and to the Community.

Reporting to Town of Kingsville Council/Administration

- Reporting to Kingsville with respect to the primary care provision of services will be on a biannual basis.
- During the Term of this Agreement, the Recipient will appear before Council at least one (1) time per year to report service levels to Council on this Agreement.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 3 - 2018

Being a By-law authorizing the entering into of an Agreement for Project Management Services with Ontario Clean Water Agency in connection with Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects (OCWA Project No. 17-038-03 and 17-038-05)

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations; and

WHEREAS the Council of The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into an Agreement for Project Management Services with Ontario Clean Water Agency in connection with Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects (OCWA Project No. 17-038-03 and 17-038-05).

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with Ontario Clean Water Agency, an Agreement for Project Management Services in connection with Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects (OCWA Project No. 17-038-03 and 17-038-05) attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Project Management Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo



AGREEMENT FOR PROJECT MANAGEMENT SERVICES

between

The Corporation of the Town of Kingsville

and

Ontario Clean Water Agency

Engineering, Procurement and Construction of the CWWF
Funded Projects

OCWA Project No. 17-038-03 and 17-038-05

PROJECT MANAGEMENT AGREEMENT

This Agreement made this 21st day of November, 2017.

BETWEEN:

The Corporation of the Town of Kingsville

(hereinafter called the "Client")

- and -

Ontario Clean Water Agency

(hereinafter called the "Agency")

SECTION 1: INTRODUCTION

1.1 Purpose

The purpose of this Agreement is to set out the rights and obligations of the parties relating to the management by the Agency for the Client of the **Engineering, Procurement and Construction of the Clean Water and Wastewater Fund (CWWF) Projects**.

1.2 Covenant

Pursuant to sub-section (2) of Section 10 and Section 11 of the *Ontario Water Resources Act*, R.S.O. 1990, Chapter O.40 as amended, the parties in consideration of the covenants, terms and conditions herein, covenant and agree as set forth in this Agreement and attached Schedules.

SECTION 2: AGENCY'S SERVICES

2.1 Services

The Agency will perform for the Client the Services referred to in Schedule "A" hereto in consideration of the payment to the Agency by the Client of the fee referred to in Schedule "B".

2.2 Excluded Services

The Agency's Services do not include the responsibility to provide or manage the provision of any submission to or representation to any Court, or before the Ontario Municipal Board or any other administrative tribunal.

2.3 Optional Services

The Client may from time to time request services described as Optional Services, in which case the parties shall negotiate any change that may be required to Schedules "A" and "B" and record same by amendment of those Schedules.

SECTION 3: AGENCY'S FEE

3.1 Fees

The Agency will charge for its Services in accordance with Schedule "B" including any Optional Services that have been ordered by the Client.

3.2 Disbursements

Any mutually agreed to disbursements made by the Agency on behalf of the Client to third parties will be reimbursed to the Agency at cost plus a 5% administration fee.

3.3 Invoices

The Agency will forward to the Client invoices for fees and disbursements in accordance with Schedule "B" hereto.

3.4 Payment

The Client shall pay the Agency's invoices within 30 days of their receipt.

SECTION 4: OBLIGATIONS TO OTHERS

4.1 Progress Payments

The Agency will forward to the Client for payment, all third party accounts or progress certificates received by the Agency for payment by the Client in connection with the Project.

4.2 Payments

The Client shall pay the amounts due under all third party accounts or progress certificates within 20 days after their receipt by the Client, or as the relevant contract or purchase order may require, whichever is sooner. In order to facilitate tracking of all project costs and expenditures, the Agency may request and the Client shall provide on request a copy of project payment and expenditure particulars.

4.3 Government Grant Funding

The Agency will provide advice on eligibility issues of Project expenditures that may be subject to approval for any applicable government grant funding. Such advice however, shall not be construed in any manner as acceptance or approval of the expenditure as a grant eligible cost.

SECTION 5: CONSTRUCTION CONTRACT ADMINISTRATION

5.1 Documentation

The parties agree to use the Agency's Construction Contract Administration Documents, examples of which are listed in Schedule "D".

5.2 Tenders

All tenders for construction contracts will be received and opened at the Agency's corporate office in accordance with the Agency's established practice. Should the Client require any tender to be received and opened at its municipal office, the Client shall indemnify and save harmless the Agency, from any claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever associated with such tender opening.

5.3 Award of Tender

Based on the Client's acceptance of the tender, the Agency may award the Construction Contract on behalf of the Client and order the commencement of work under the Construction Contract on behalf of the Client.

5.4 Changes

The Project Manager may authorize changes necessary to proceed with the work under the Construction Contract and may authorize payment for that work without prior approval of the Client provided that:

- (i) total costs of the proposed changes and all approved additional costs of the Project, if any, will not exceed the Approved budget for the Project;

- (ii) the proposed changes shall not exceed the scope of the approval provided by the Environmental Compliance Approval, Certificate of Approval, or Drinking Water Works Permit whichever is applicable;
- (iii) the cost of the proposed changes taken in aggregate shall not exceed the total value of the contingency allowance under the Construction Contract approved by the Client from time to time.

5.5

Client Representative

The Client will designate one person as the representative to:

- (i) liaise with the Agency's Project Manager;
- (ii) observe the progress of the work;
- (iii) assist with the resolution of problems and disputes, if any;
- (iv) report to the Client as required by the Client; and
- (v) obtain, where necessary, approvals or directions from the Client that are required by the Agency, and to communicate them to the Agency as soon as reasonably possible.

SECTION 6: LAND ACQUISITION

6.1

Responsibilities

It is the responsibility of the Client to acquire all necessary interests in land for the construction and operation of the Works. If land must be acquired, the Agency's responsibility shall be limited to advising the Client as to a process for land assembly.

6.2

Expropriation

When an interest in land must be acquired by expropriation, this shall be the responsibility of the Client and not the responsibility of the Agency.

6.3

Assistance

If the Client requests assistance from the Agency at any stage of a land acquisition process, including expropriation, such assistance may be provided by the Agency as an Optional Service.

SECTION 7: OPERATION OF THE WORKS

.1 Responsibilities

The Client shall be exclusively responsible at all times for the operation of the Works.

- 7.2 Under a separate agreement, not forming part of this Agreement, the Agency may agree in writing to operate the Works as the Client's operator, or may assist the Client in the recruitment and training of staff for such purpose.

SECTION 8: INSURANCE

8.1 Existing Works

When the Client owns or operates any existing water or sewage works as of the date of this Agreement, to which the Work relates, the Client shall procure and maintain in force, at its own expense, a policy or policies of commercial general liability and property insurance with per occurrence and aggregate limits of not less than \$5,000,000 and a policy of "all risks" (as that term is understood in the Canadian insurance industry) property insurance with a sum insured of not less than the replacement value of all property including the Works, naming the Agency as a named insured.

8.2 Proposed Works

When the Client proposes entirely new water or sewage works, unconnected with any existing facility and for the period prior to award of Construction Contract, the Agency shall ensure that the Contractor provide for a policy or policies of commercial general liability and property insurance in a reasonable amount naming the Agency as a named insured from the date the Client first acquires an insurable interest.

8.3 Course of Construction

The Agency shall require the Contractor to provide the Client with proof of insurance, including builder's risk, commercial general liability and property insurance, but shall not be liable to the Client for any deficiency in or lack of insurance coverage of any nature or kind whatsoever.

8.4 Proof of Insurance

The Client shall provide the Agency with a Certificate of Insurance to confirm insurance coverage as set out in Section 8.1 above, if requested to do so by the Agency.

SECTION 9: INDEMNIFICATION AND MUTUAL RESPONSIBILITY

9.1 Work by Others

The Agency does not assume and disclaims any liability, whether direct or consequential, expressed or implied, for the quality or performance of any work, service or material supplied or performed, or required to be supplied or performed by others except to the extent that such liability is due to the negligence of the Agency.

9.2 **Laws in Force**

This Agreement and the provision of the Agency's services are subject to all applicable laws in force from time to time.

9.3 **Release and Indemnity**

The Client shall indemnify and save harmless the Agency, its employees, officers, directors and agents (together the "Indemnified Agency Parties"), from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Indemnified Agency Parties may suffer, to the extent the Client is legally liable as a result of the negligent acts of the Client, its employees, officers, directors or agents in the performance of this Agreement.

9.4 The Agency shall indemnify and save harmless the Client, its employees, officers, directors and agents (together the "Indemnified Client Parties") from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Indemnified Client Parties may suffer, to the extent the Agency is legally liable as a result of the negligent acts of the Agency, its employees, officers, directors or agents in the performance of this Agreement.

9.5 No conduct of the Agency, nor any oral statement by any officer, director, employee or agent of the Agency shall be construed as constituting or evidencing any approval of the form or substance of document not originated by the Agency, or as in any way endorsing, confirming or acknowledging any expenditure as a grant eligible expenditure.

9.6 **Procedure for Indemnification**

A party (the "Indemnified Party") shall undertake the following when claiming indemnification from the other party:

- (a) upon receipt of a claim or notice of claim, the Indemnified Party shall immediately forward such claim or notice to the Indemnifying Party;
- (b) if required by the Indemnifying Party, the Indemnified Party requesting indemnification shall provide all documentation relating to the claim, or notice of claim;
- (c) the Indemnified Party shall take such steps necessary to protect its right to defend such claim, or notice of claim, and shall assign such right to the Indemnifying Party including any subrogation rights;

- (d) the Indemnified Party shall not settle any claim, or notice of claim, without the prior written consent of the Indemnifying Party; and
- (e) the Indemnifying Party shall have the right to take over the defence of any claim, or notice of claim and the Indemnified Party shall fully co-operate with such action.

SECTION 10: CLIENT'S REMEDIES

10.1 Client Termination

The Client may terminate this Agreement at any time with or without cause upon notice in writing personally served on the Agency's VP of Engineering, Capital and Support Services and, in which case:

- (i) the Agency shall be relieved forthwith of any further obligation to perform this Agreement;
- (ii) concurrently with notice, the Client shall pay the Agency all earned fees to the date of termination without set-off or deduction of any kind;
- (iii) the Client's notice of termination, when served, shall be deemed by the parties to this Agreement to constitute the Client's release of the Agency from any and all claims or causes of action whatsoever which may exist up to and including the date of service of the notice of termination and the Client's undertaking and agreement to fully exonerate the Agency from any claims that may be made against it after the date of service of the notice of termination in respect of such claims; and
- (iv) this section shall survive the termination of this Agreement by the Client.

SECTION 11: AGENCY'S REMEDIES

11.1 Agency Termination

The Agency may terminate this Agreement at any time for cause, which shall include but not be limited to:

- (i) the Client's failure to give any one or more approvals to the Agency within a reasonable time after request;
- (ii) the Client's failure to make any one or more payments required by this Agreement; and

(iii) any fundamental change to the nature or quality of the Project, or the method of carrying it out or the rejection by the Client of any advice or recommendation by the Agency as to any fundamental aspect of the Project or the method of carrying it out.

(iv) the Agency's notice of termination, when served, shall be deemed by the parties to this Agreement to constitute the Client's release of the Agency from any and all claims or causes of action whatsoever which may exist up to and including the date of service of the notice of termination and the client's undertaking and agreement to fully exonerate the Agency that may be made against it after the date of service of the notice of termination in respect of such claims.

11.2 Release & Indemnity

Where the Agency terminates under Section 11.1, the provisions of Sections 10.1 (i), (ii), (iii) and (iv) apply and are incorporated here by reference.

SECTION 12: SPECIAL TERMS OF AGREEMENT

12.1 Conflict

In the event of any conflict between a special term set out in subsection 12.2 below and any other term of this Agreement, this section shall govern.

12.2 Special Terms

None.

SECTION 13: GENERAL

13.1 Entire Agreement

This Agreement contains the entire agreement between the parties hereto with reference to the subject matter hereof, shall not be altered or amended except as provided herein or by a written agreement duly executed by the parties hereto, shall enure to the benefit of and be binding upon the parties hereto and their successors, and shall not be assigned by either party in whole or in part without the consent in writing of the other party.

13.2 Recitals

The recitals in Section 1 form an integral part of this Agreement.

13.3 Further Acts

Each party shall make, do, execute and deliver all acts or deeds, as may reasonably be required by the other, in writing, in order to carry out the true intent of this Agreement.

13.4 Severability

If any one or more sections or subsections of this Agreement shall be or become illegal, void or invalid at law, the remaining sections and subsections shall continue in force and be binding upon the parties.

13.5 Succession

This Agreement shall bind the parties, their successors and assigns.

13.6 Assignment

The obligations under this Agreement cannot be assigned by one party without the prior written specific consent of the other, which consent shall not be unreasonably withheld.

13.7 Counterparts

This Agreement may be executed in counterparts, all of which, when executed and delivered, and taken together shall constitute the executed Agreement.

13.8 Serving of Notices

Any notice or other communication required to be given by either party to this Agreement to the other shall be deemed to be served if mailed, or delivered by electronic means of communication to the recipient as noted below. Notices shall be addressed as follows:

in the case of the **Client**, to it at:

The Corporation of the Town of Kingsville
2021 Division Road
Kingsville, Ontario N9Y 2Y9

Attention: Mr. Andrew Plancke
Email: aplancke@kingsville.ca

or in the case of the **Agency**, to it at:

Ontario Clean Water Agency – Project Planning and Delivery
Sheridan Centre, 2225 Erin Mills Parkway, Suite 1200
Mississauga, ON L5K 1T9

Attention: Rick Albert, GSC, CET
Email: ralbert@ocwa.com
Facsimile: 905-855-3232

13.9 Gender and Singular References

References to the masculine or singular throughout this Agreement shall be read to include the feminine and plural, or vice versa, as the context requires.

13.10 Definitions

13.10.1 **"Agency"** means the Ontario Clean Water Agency who may act through its employees, agents, servants or officers but excluding the Consulting Engineer and any of its employees or subconsultants.

13.10.2 **"Agreement"** means the within Project Management Agreement, including, as an integral part of such agreement, all Schedules.

13.10.4 **"Approved Budget"** means the total amount approved for the Project by the Client and, includes without limiting the foregoing all engineering costs, all tender and construction costs, all land acquisition costs, all financing costs, miscellaneous costs, all applicable taxes and all fees payable under this Agreement.

13.10.5 **"Client"** means the party named as such on page 1, who may act through employees, agents, servants, or officers.

13.10.6 **"Construction Contract"** means any contract other than an Engineering Agreement entered into by the Client or the Agency as agent of the Client for purposes of acquiring goods, materials or services to facilitate the construction of the Works.

13.10.7 **"Construction Contract Administration Documents"** means the documents in usual and ordinary use by the Agency in performing the Agency's services under this Agreement and includes those listed in Schedule "D" hereto.

13.10.8 **"Contractor"** means a person, firm or corporation contracting with the Client to provide professional services, labour, materials, and equipment for the execution of the Works.

13.10.9 **"Optional Services"** means those services described in Schedule "A" which have been requested in writing by the Client and agreed to by the Agency.

13.10.10 **"Project"** includes the Works as described in Schedule "C" and Services as described in Schedule "A" including Optional Services and may include the development, design and implementation of the Works.

13.10.11 **"Project Manager"** means the person acting as Vice-President, Engineering, Capital and Support Services of the Agency, and includes a delegate or other person designated in writing as the Project Manager by the Agency.

13.10.12 **"Services"** means the services described in Section 2 and specifically referred to in Schedule "A".

13.10.13 **"Works"** means the works constructed or acquired from time to time for the Client under this Agreement as described in Schedule "C".

IN WITNESS WHEREOF the Agency and the Client have duly executed this agreement under seal.

CLIENT:

per: _____ c/s
Nelson Santos, Mayor

and per: _____ c/s
_____, Clerk

ONTARIO CLEAN WATER AGENCY:

per: _____ c/s

Vice-President, Engineering, Capital
and Support Services

and per: _____ c/s

Vice-President, Finance

Dec 7/2017

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 4-2018

Being a by-law appointing members to the Committee of Adjustment for the 2018 calendar year

WHEREAS the *Planning Act*, R.S.O. 1990, c. P.13, Section 44(1) (the “Act”) states that if a municipality has passed a Zoning By-law, the Council of the municipality may by by-law constitute and appoint a Committee of Adjustment for the municipality composed of such persons not fewer than three (3), as the Council considers advisable;

AND WHEREAS Section 44(3) provides that the members of the Committee who are members of Council shall be appointed annually;

AND WHEREAS Council, under By-law 1-2015 enacted January 12, 2015, as amended, appointed certain members of Council and individuals to the Committee of Adjustment/Property Standards Committee/Fenceviewers.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Council members appointed to the Committee of Adjustment/Property Standards Committee/Fenceviewers for the 2018 calendar year are as follows:

Deputy Mayor G. Queen
Councillor T. Neufeld

2. **THAT** the Council members appointed to the Committee of Adjustment for the 2018 calendar year as Alternate Members are as follows:

Alternates:

Councillor S. Coghill
Councillor L. Patterson

3. **THAT** the term of the Council members and Alternates shall be from January 1, 2018 to November 30, 2018 or until such time as successor members are appointed by Council.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
8th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 5 - 2018

***Being a By-law authorizing the entering into of an
Agreement with South Essex Community Council, operating as
Erie Shore Community Transit***

WHEREAS Section 9 of the Municipal Act, 2001, S.O. c. 25 confers natural person powers on municipalities which includes the power to enter into agreements with individuals and corporations;

AND WHEREAS The Corporation of the Council of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into an Agreement with South Essex Community Council, operating as Erie Shore Community Transit (the “Operator”) for the provision by the Operator of a public transportation system for the physically disabled and the frail elderly within the municipality in accordance with the specifications outlined therein;

AND WHEREAS the Agreement is for a term of ten (10) years, to commence on the 1st day of January, 2018 and to continue until the 31st day of December, 2027.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with South Essex Community Council, operating as Erie Shore Community Transit, an Agreement attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

THIS AGREEMENT made in triplicate the _____ day of _____, 2018.

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE
hereinafter called the "Municipality"

OF THE FIRST PART

-and-

SOUTH ESSEX COMMUNITY COUNCIL
O/A ERIE SHORE COMMUNITY TRANSIT
hereinafter called the "Operator"

OF THE SECOND PART

The Municipality desires to provide a public transportation system for the physically disabled and the frail elderly within the municipality.

The Operator has agreed to provide such a transportation system for the Municipality.

The Municipality and the Operator have agreed to the terms and conditions of the operation of the system.

THEREFORE the parties in consideration of the premises hereby agree one with the other as follows:

1.1 Subject to the terms of this contract, the Municipality grants the Operator the right to maintain and operate transportation services for the physically disabled and frail elderly except hereinafter provided, in the Municipality for the conveyance of the physically disabled and frail elderly in the areas defined by the Municipal Council for a term of ten (10) years, to commence on the 1st day of January, 2018 and continue until the 31st day of December, 2027.

1.2 The Municipality recognizes that the Operator holds similar contracts with The Corporation of the Municipality of Chatham-Kent and The Corporation of the Municipality of Leamington who also grant the Operator the right to maintain and operate transportation services for the physically disabled and frail elderly in those respective municipalities for the conveyance of the physically disabled and frail elderly in those areas defined by those respective municipal councils for a term of ten (10) years, to commence on the 1st day of January, 2018 and continue until the 31st day of December, 2027.

1.2.1 Schedule "D" illustrates and defines those geographical areas covered by this contract and those similar contracts held with other municipalities as outlined in Section 1.2 of this agreement.

2.0 THE OPERATOR SHALL

2.1 Provide, operate and maintain at its expense a modern and efficient transportation service in accordance with the specifications outlined in the days and hours of operation shown in Schedule "A".

2.2 Provide a suitable office required for the service to contain the telephone answering, booking service and dispatch facilities.

2.2.1 To provide general information to callers regarding the transportation services provided for the physically disabled and the frail elderly.

2.2.2 To accept as many reservations as possible consistent with passenger capacity and availability of the vehicle.

2.2.3 To notify callers of alternative service time when unable to supply requested service time.

2.2.4 To keep a record of any complaints, unfulfilled requests for service, cancellations and no-shows.

2.2.5 To inform callers awaiting service of any delays that might affect them.

2.2.6 To make callers aware of the prioritizing of requests as deemed appropriate by the Operator.

2.2.7 To provide radio dispatch facilities for office and vehicles.

Users of the service will be encouraged to reserve their trips at least 48 hours in advance. However, the Operator will accommodate shorter notice as conditions permit.

Adequate service reservation lines, dispatching and booking facilities will operate Monday to Friday from 8:30 a.m. until 4:30 p.m. and with the availability of a voicemail service on weekends and holidays.

2.3 Operate the vehicles in accordance with all applicable statutes and regulations and the bylaws of the Municipality and Province.

2.4 License, operate and maintain sufficient vehicles to satisfy the service specifications of Schedule "A". The Operator shall be responsible for all maintenance functions associated with the vehicles and any other equipment used in the service.

2.5 Maintain all vehicles in safe working order and if requested, to annually provide proof of the Certificate of Mechanical Fitness for each vehicle used in the service.

2.6 Keep accounting and operating records and provide an annual report to the Municipality indicating vehicle hours operated during the report year, including fare rates charged to passengers, as well as passengers carried, unmet demand, and cancellations. In addition, the Operator shall keep such other records as may reasonably be required, from time to time, by the Municipality and/or Provincial or Federal Government agencies, or similar bodies. The books of the Operator must be open to provincial audit.

2.7 Indemnify and save harmless the Municipality from loss, damage, expense and all suits, claims and proceedings, causes of action and demands arising by reason of, or connected in any way with the operation or maintenance of the system.

2.8 As further security for such indemnity, carry public liability and property damage insurance with an insurer satisfactory to the Municipality, in an amount of not less than ten million (\$10,000,000.00) dollars Third Party Liability, Road hazard and Passenger hazard inclusive for any one occurrence. The insurance shall name the Operator as named insured and the Municipality as additional insured, and shall only be cancellable on thirty (30) days written notice to the Municipality by the insurer and the new policy of insurance forthwith.. The additional coverage provided to the additional insured (i.e., the Municipality) shall include Blanket Contractual, Tenant's Legal Liability, Cross Liability and Thirty (30) Day Notice, and be outlined on the proof of coverage provided annually to the Municipality. Collision and comprehensive coverage shall be at the discretion of the Operator who shall negotiate any settlement of a claim under the policy.

2.8.1 Thirty (30) days prior written notice to the Municipality is required in the event that the policy is materially altered or cancelled.

2.9 The Operator shall maintain good standing with the Workplace Safety and Insurance Board at all times.

2.10 Discipline any vehicle operator or other employee found to be knowingly in breach of the terms and conditions of this contract or in breach of the law, or the subject of consistent passenger complaints.

2.11 Report all accidents or unusual incidents involving vehicle collisions, passenger injuries, etc., promptly to the police, the Erie Shore Community Transit Program Leader and insurance representatives. A written report shall be made by the driver on an approved form. Blank forms shall be carried on the vehicles at all times, and the drivers trained in their use.

2.12 Name a representative responsible for the system, and having the authority to make decisions relating to the terms and conditions of this contract.

2.13 Pay all expenses and remit all taxes associated or connected with operating and maintaining the system except as specifically excluded by the contract.

2.14 Establish the eligibility of users for the system in accordance with the Ontario Ministry of Health and Long-Term Care/Erie-St. Clair Local Health Integration Network requirements.

3.0 THE MUNICIPALITY SHALL

3.1 Pay the Operator the rate set forth in Schedule "B" upon being invoiced each July for the preceding six (6) month period and January for the preceding six (6) month period of each calendar year, with such invoice amounts relating to the actual ridership of each participating municipality, prorated and then taken as a percentage of the approved annual budget. The annual rate payable by the Municipality and as set forth in Schedule "B" shall be adjusted annually, commencing in 2019, in accordance with the increase to the annual Consumer Price Index for the prior year as published by the Government of Canada on or about January 15th of the next year.

3.2 Set aside in a designated capital reserve account held by the Municipality, or optionally pay the Operator directly, the rate set forth in Schedule "C" upon being invoiced each April for the preceding twelve (12) month period of each fiscal year. In those circumstances where the Municipality holds the invoiced amounts in their reserve account, the Operator will request a release of those funds in writing when a purchase of a new vehicle is made.

- 3.3 Agree to act as a distributor for Erie Shore Community Transit information and promotional materials (pamphlets, brochures) through the Municipal Office.
 - 3.4 Appoint a representative who will attend regularly scheduled Erie Shore Community Transit Advisory Committee meetings, bring forward any municipal correspondence and be responsible for reporting back to each respective municipality.
- 4.0 Since service to the physically disabled and the frail elderly is of paramount importance to both the Municipality and the Operator, the parties agree that:
- 4.1 They shall use their best endeavors to provide a good, safe and efficient service for the eligible users within the Municipality.
 - 4.2 In the event of any disputes between the Operator and the Municipality during the currency of this agreement, either party hereto shall give to the other notice of such dispute; thereupon, the following arbitration provisions shall apply:
 - 4.2.1 The Operator and the Municipality shall jointly choose a single arbitrator, acceptable to both, to hear and decide the matters in dispute. The decision shall be binding on both parties.
 - 4.2.2 In the event that the parties should be unable to agree on the choice of a single arbitrator, each party shall appoint an arbitrator and the two arbitrators shall jointly select a third. The decision of any two of the arbitrators shall be final and binding upon the parties.
 - 4.2.3 In any event, the selection of the arbitrators shall take place within seven (7) calendar days of the giving of notice of the dispute as herein before provided. If the selection has not occurred in seven (7) *calendar* days, then the arbitrator selected by one party shall be the sole arbitrator.
 - 4.2.4 The cost of the arbitration shall be paid jointly by the Operator and the Municipality and the arbitrator(s) shall determine what portion each party shall pay.
 - 4.2.5 The ruling of the single arbitrator or a majority of the three arbitrators shall be final and binding upon the parties and complied with by the parties forthwith.
 - 4.2.6 During the period of any arbitration proceedings, there shall be no interruption of service.
 - 4.3 The vehicles used regularly for the service shall have an exterior paint scheme and logo.
 - 4.4 Each vehicle used in the service shall be radio equipped and capable for dispatch within the service area

5.0 This contract is subject to the provision of The Municipal Act, 2001 S.O. 2001 c.25; and the provisions of The Public Transportation and Highway Improvement Act, R.S.O. 1990, Chapter P.50, as amended.

6.0 Save and except for a postal strike occurring within three days of the date of the mailing of any notice, when personal delivery shall be the only mode of delivery of notice, all notices, requests, demands and other communications of this agreement or in connection therewith shall be given to or made upon the parties as follows:

"Operator"

South Essex Community Council
0/A ERIE SHORE COMMUNITY TRANSIT
215 Talbot Street East
Leamington, Ontario N8H 3X5

"Municipality"

THE CORPORATION OF THE TOWN OF KINGSVILLE
2021 Division Rd North
Kingsville, Ontario N9Y 2Y9

or to such other address as each of the parties may specify by notice in writing to the other. All notices, save and except for notices with personal delivery, and all other communications given or made in connection with the agreement shall be made in writing and by registered mail. Notice shall be deemed to have been given four business days following the posting of same, postage prepaid, save and except when personal deliver is required during a postal strike.

7.0 The personal integrity of the Operator, being a significant factor in this contract, the Operator shall not sublet, sub-contract, or assign any of the work on this agreement or change its effective corporate control without the written consent of the Municipality previously obtained. This agreement shall ensure to the benefit of, and binding upon the parties, their respective successors and assigns.

8.0 The parties agree that Schedules "A", "B", "C" and "D" attached hereto form part of this contract.

9.0 The term of this contract shall commence January 1, 2018 and continue until December 31, 2027.

10.0 Either the Municipality or the Operator has the right, notwithstanding the termination date of this contract, to cancel or renegotiate this Agreement for any reason by giving six (6) months written notice of its intention to cancel or renegotiate to the other party.

10.1 If the Municipality gives notice to terminate, cancel or renegotiate this contract pursuant to Section 10.0 of this contract, the Operator will immediately notify the other participating municipalities.

10.2 The Municipality may terminate this Agreement at any time without notice in the event that the Operator is in material breach or default of any of its obligations under the Agreement and such breach or default has continued unrectified for seven (7) days following notice to the Operator describing the breach or default.

- 10.3 In the event that the Operator receives a notice of termination from another participating municipality or the agreement between the Operator and another participating municipality is terminated for a material breach or default, the Operator and Municipality shall immediately commence negotiations for a new agreement with one another. If at the conclusion of the notice period in the written notice of the participating municipality the Operator and the Municipality have failed to execute a new agreement, this Agreement shall be terminated forthwith and without the requirement of the notice being sent pursuant to Section 10.0.
- 11.0 The Municipality shall not be liable for costs or damages of any kind caused to the Operator by any form of cancellation of this agreement.
- 12.0 This is a contract between two separate legal entities and neither is the agent of the other for any purpose whatsoever. Neither party has the right, power or authority to assume or create any obligation of any kind to bind the other in any way whatsoever to a third party. Neither party shall negotiate on behalf of the other party or with any third party which might have a claim against either party without the other party's express prior written approval.

IN WITNESS WHEREOF the parties have affixed their corporate seals duly attested by their authorized officers in that behalf.

FOR THE MUNICIPALITY

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

CORPORATE SEAL

FORTHE OPERATOR

AUTHORIZED REPRESENTATIVE

AUTHORIZED REPRESENTATIVE

CORPORATE SEAL

SCHEDULE "A"

DAYS, HOURS AND FREQUENCY OF OPERATION

	BUS HOURS				<u>OFFICE HOURS</u>		
MONDAY	7:00 A.M.	TO	5:00 P.M.		8:30 A.M.	TO	4:30 P.M.
TUESDAY	7:00 A.M.	TO	5:00 P.M.		8:30 A.M.	TO	4:30 P.M.
WEDNESDAY	7:00 A.M.	TO	5:00 P.M.		8:30 A.M.	TO	4:30 P.M.
THURSDAY	7:00 A.M.	TO	5:00 P.M.		8:30 A.M.	TO	4:30 P.M.
FRIDAY	7:00 A.M.	TO	5:00 P.M.		8:30 A.M.	TO	4:30 P.M.
SATURDAY	CLOSED				CLOSED		
SUNDAY	CLOSED				CLOSED		

Evening and weekend service available upon request, subject to driver availability, and at additional cost.

Holiday service is available at regular rates and offered at times as determined by the Operator on the following occasions:

- Easter Sunday
- Mother's Day
- Father's Day
- Sunday before Thanksgiving
- Christmas Day

SCHEDULE "B"

**MUNICIPAL RIDERSHIP
PAYMENT TO THE OPERATOR**

The payment to the Operator for the term of this contract (January 1, 2018 to December 31, 2027) shall be calculated by subtracting user fees and provincial grants from projected costs and then apportioning the net amount remaining among the participating municipalities on the basis of ridership. The estimated costs to be apportioned for each of the contract years of 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, to the respective Municipalities shall be as calculated below:

EXAMPLE

Municipality	Estimated Percentage of Ridership	Estimated Annual Ridership Contribution
Leamington	50%	\$20,000
Kingsville	40%	\$16,000
Chatham-Kent	10%	\$4,000
TOTAL	100%	\$40,000

The provisions of Section 3.1 of this contract determines the nature and timing of payments to the Operator. However, the provisions of Section 3.1 shall not preclude the possibility of the Municipality prepaying the apportioned share on a monthly, quarterly, semi-annual, or annual basis, if the Municipality wishes.

The Operator shall furnish to each Municipality an Operating Budget for Erie Shore Community Transit, subject to final approval by the Ontario Ministry of Health and Long-Term Care/Erie-St. Clair Local Health Integration Network, at the start of each fiscal year.

The cost sharing apportionments for any subsequent contracts shall continue to be negotiated with the Municipalities on the basis of actual ridership usage during the preceding year.

The annual ridership contribution shall not exceed \$40,000 plus any annual increases granted by virtue of Section 3.1. The Municipality's payment shall not exceed its share of the annual ridership contribution as calculated based upon the percentage of ridership attributable to the Municipality.

SCHEDULE "C"

CAPITAL RESERVE CONTRIBUTION PAYMENT TO THE OPERATOR

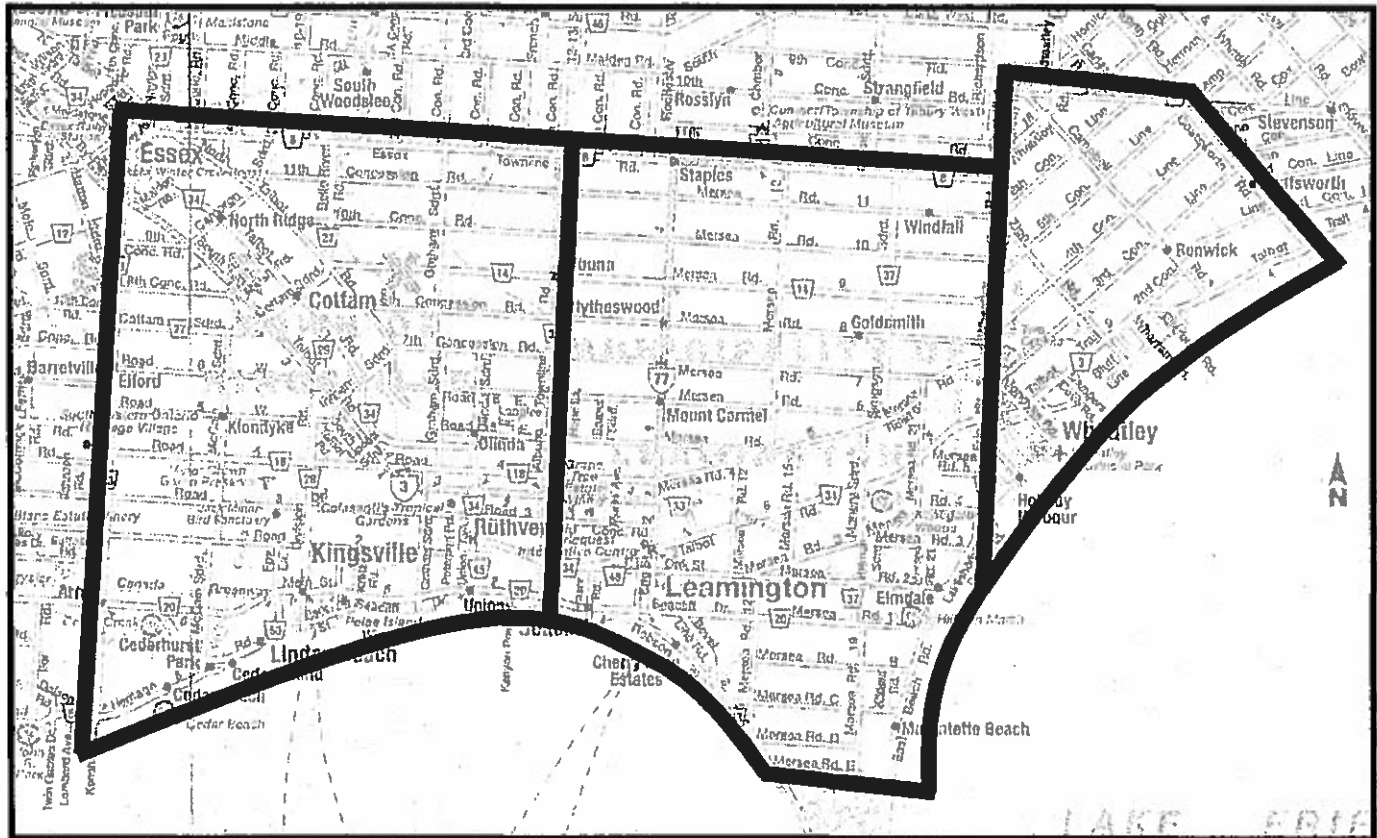
The reservation of capital funds or payment to the Operator for the term of this contract (January 1, 2018 to December 31, 2027) shall be calculated by assessing a flat commitment fee among the participating municipalities. The estimated costs to be apportioned for each of the contract years of 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026 and 2027, to the Municipality of Leamington shall be as calculated below:

40% SECC Commitment / 60% Municipal Commitment							
est. transit bus cost =		\$100,000.00					
			Year 1	Year 2	Year 3	Year 4	Total
SECC	40.00	\$ 40,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 40,000.00
Leamington	30.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00
Kingsville	24.00	\$ 24,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 24,000.00
Chatham-Kent	6.00	\$ 6,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Total	100.00	\$100,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$100,000.00

The provisions of Section 3.2 of this contract determines the nature and timing of reserving or making payments to the Operator. However, the provisions of Section 3.2 shall not preclude the possibility of the Municipality reserving or pre-paying the apportioned share on a monthly, quarterly, semi-annual, or annual basis, if the Municipality wishes.

SCHEDULE "D"

ERIE SHORE COMMUNITY TRANSIT AREA OF SERVICE MAP & DEFINITIONS



Erie Shore Community Transit services:

The Town of Kingsville, herein defined as that area of Essex County bordered by County Road 23 to the west, County Road 8 to the north, County Road 31 to the east, and those roads along the north shore of Lake Erie to the south; and

The Municipality of Leamington, herein defined as that area of Essex County bordered by County Road 31 to the west, County Road 8 to the north, Kent County Road 1 to the east, and those roads along the north and western shores of Lake Erie to the south; and

The Municipality of Chatham-Kent - specifically the Village of Wheatley and part of the former Township of Romney - herein defined as that area of Chatham-Kent bordered by County Road 1 to the west, County Road 4 to the north, Coatsworth Road to the east, and those roads along the western shores of Lake Erie to the south.

THE CORPORATION OF THE TOWN OF KINGSVILLE
BY-LAW 7-2018

***Being a By-law to amend By-law No. 1-2014,
the Comprehensive Zoning By-law for the Town of Kingsville***

WHEREAS By-law No. 1-2014 is the Town's Comprehensive Zoning By-law to regulate the use of land and the character, location and use of buildings and structures in the Town of Kingsville;

AND WHEREAS the Council of the Corporation of the Town of Kingsville deems it expedient and in the best interest of proper planning to further amend By-law No. 1-2014 as herein provided;

AND WHEREAS there is an Official Plan in effect in the Town of Kingsville and this By-law is deemed to be in conformity with the Town of Kingsville Official Plan;

NOW THEREFORE THE COUNCIL FOR THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

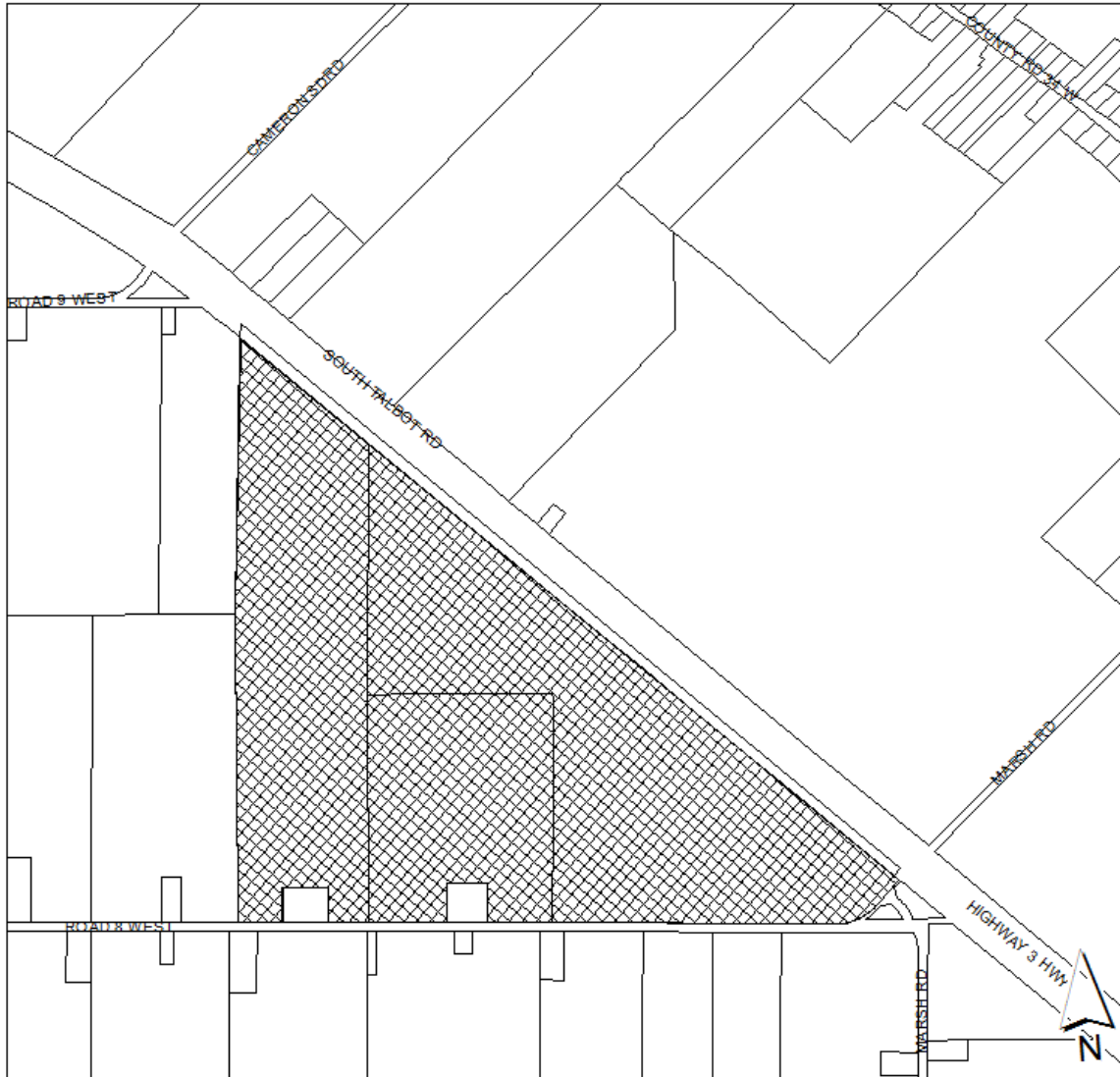
1. Schedule "A", Map 19 of By-law 1-2014 is hereby amended by changing the zone symbol on an approximately 96 ha (235 ac.) portion of land, known municipally as 69 Road 8 West and Road 8 West (No Address), in Part of Lots 5, 6 & 7, Concession 8, as shown on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.
2. This by-law shall come into force and take effect from the date of passing by Council and shall come into force in accordance with Section 34 of the Planning Act.

READ a FIRST, SECOND and THIRD time and FINALLY PASSED this 8th day of January, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

Schedule A



0 125 250 500 750 1,000 Meters

**69 ROAD 8 WEST AND ROAD 8 WEST (NO ADDRESS)
PART OF LOTS 5, 6 & 7, CONCESSION 8
ZBA/23/17**



Schedule "A", Map 19 of By-law 1-2014 is hereby amended by changing the zone symbol on a portion of parcel known municipally as 69 Road 8 West, and those lands known as Road 8 West (No Address), Part of Lots 5, 6 & 7, Concession 8, and further identified on Schedule 'A' cross-hatched attached hereto from 'Agriculture (A1)' to 'Agriculture - Restricted (A2)'.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 8 - 2018

***Being a By-law to amend By-law 101-2004, as amended,
and to appoint an Acting Treasurer
of The Corporation of the Town of Kingsville***

WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001 c. 25 (the “Act”) provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS Section 286 of the Act, provides that a municipality shall appoint a Treasurer;

AND WHEREAS the Corporation of the Town of Kingsville deems it advisable to amend By-law 101-2004 in order to effect the appointment of an Acting Treasurer effective January 13, 2018, due to the resignation of Sandra Zwiers, Director of Financial Services/Treasurer effective January 12, 2018.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. THAT Ryan McLeod be and he is hereby appointed as Acting Treasurer of The Corporation of the Town of Kingsville, effective January 13, 2018.
2. THAT where this By-law may conflict with any other by-law setting out the powers and duties of a municipal officer or a municipal department, this by-law shall supersede and prevail over that other by-law to the extent of the conflict.
3. THAT all other terms as set out in By-law 101-2004 and amendments thereto shall remain in full force and effect.

READ a FIRST, SECOND and THIRD time AND FINALLY PASSED this 8th day of January, 2018.

MAYOR Nelson Santos

CLERK, Jennifer Astrologo

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 9-2018

Being a By-law authorizing the entering into of a Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program with Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario

WHEREAS Section 9 of the *Municipal Act, 2001*, S.O. c. 25 confers natural person powers on municipalities which include the power to enter into agreements with individuals and corporations.

WHEREAS The Corporation of the Town of Kingsville (the “Town”) deems it expedient for the Town to enter into a Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program with Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Town enters into and executes with Her Majesty the Queen in right of Ontario, as represented by the Minister of Transportation for the Province of Ontario, a Transfer Payment Agreement for the Ontario Municipal Commuter Cycling (OMCC) Program, attached hereto as Schedule “A” and forming part of this By-law.
2. **THAT** the Mayor and Clerk are hereby authorized and directed on behalf of the Town to execute the said Transfer Payment Agreement attached as Schedule “A”.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF JANUARY, 2018.

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo

ONTARIO MUNICIPAL COMMUTER CYCLING (OMCC) PROGRAM TRANSFER PAYMENT AGREEMENT

THIS TRANSFER PAYMENT AGREEMENT for the Ontario Municipal Commuter Cycling (OMCC) Program (the “**Agreement**”), made in quadruplicate, is effective as of the Effective Date (both “**Agreement**” and “**Effective Date**” as defined in section A1.2 (Definitions)).

B E T W E E N:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Transportation for the Province of
Ontario

(the “**Province**”)

- and -

Town of Kingsville

(the “**Recipient**”)

BACKGROUND

The Province and the Recipient (the “**Parties**”) recognize that investment in commuter cycling infrastructure is a key component in Ontario's Climate Change Action Plan.

The Recipient has applied to the Province for funds to assist the Recipient in completing the Projects on the Eligible Projects List (“**Projects**” and “**Eligible Projects List**” as defined in section A1.2 (Definitions)) and further described in Schedule “C” (Eligible Projects List and Timelines).

The Projects support the provincial goals of implementing new or expanded commuter cycling infrastructure to support commuter and frequent cycling.

The Province has agreed, subject to the terms and conditions set out in the Agreement, to financially contribute to the completion of the Projects.

The Agreement sets out the terms and conditions upon which the Province has agreed to provide the Recipient with funding towards the Eligible Costs of each Eligible Project (“**Eligible Costs**” and “**Eligible Project**” as defined in section A1.2 (Definitions)), up to

the maximum set out in the Agreement, and the Recipient has agreed to fund a minimum of 20% of the Eligible Costs of each Eligible Project.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 Entire Agreement. The Agreement, including:

- Schedule "A" - General Terms and Conditions
- Schedule "B" - Recipient Information
- Schedule "C" - Eligible Projects List and Timelines
 - Sub-schedule "C.1" - Eligible Projects List
- Schedule "D" - Description of Annual Allocations
 - Sub-schedule "D.1" - Table of Annual Allocations
 - Sub-schedule "D.2" - Form of Annual Declaration of OMCC Participation
- Schedule "E" - Eligible and Ineligible Costs
- Schedule "F" - Reporting and Evaluation
- Schedule "G" - Communications Protocol
- Schedule "H" - Disposal of and Revenues from Assets
- Schedule "I" - Aboriginal Consultation Protocol
- Schedule "J" - Certificates and Declarations
 - Sub-schedule "J.1" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Funding Certificate
 - Sub-schedule "J.2" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Annual Eligible Projects Declaration
 - Sub-schedule "J.3" - Ontario Municipal Commuter Cycling (OMCC) Program Form of Solemn Declaration of Substantial Completion, and

any amending agreement entered into as provided for in section 4.1 (Amendments),

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 Conflict or Inconsistency. In the event of a conflict or inconsistency between any of the requirements of:

- (a) the main body of the Agreement and any of the requirements of a schedule or a sub-schedule, the main body of the Agreement will prevail;
- (b) Schedule "A" (General Terms and Conditions) and any of the requirements of another schedule or a sub-schedule, Schedule "A" (General Terms and Conditions) will prevail; or
- (c) a schedule and any of the requirements of a sub-schedule, the schedule will prevail.

3.0 COUNTERPARTS

- 3.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 **Amendments.** The Agreement may only be amended by a written agreement.
- 4.2 **Execution of Amending Agreements.** An amending agreement under section 4.1 (Amendments) must be executed by the respective representatives of the Parties listed in the signature page below.
- 4.3 **Execution of Amending Agreements - Exceptions.** Despite section 4.2 (Execution of Amending Agreements), an amending agreement under section 4.1 (Amendments) for amendments pursuant to sections C3.2 (Amending Agreement for Changes to the Eligible Projects List), D2.2 (Amending Agreement for Changes to Annual Allocations) or F7.2 (Amending Agreement for Changes to the Reporting) may be executed by the respective authorized representatives of the Parties listed in Schedule "B" (Recipient Information).

5.0 ACKNOWLEDGEMENT

- 5.1 **Acknowledgement.** The Recipient acknowledges that:
 - (a) by receiving Funds (as defined in section A1.2 (Definitions)) it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Projects and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Projects; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Projects or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO** as represented by the Minister of
Transportation for the Province of Ontario

Date

Name: **Jamie Austin**

Title: **Director, Transportation Policy Branch**

Town of Kingsville

Date

Name: **Mr. Nelson Santos**

Title: **Mayor**

I have authority to bind the Recipient.

Date

Name: **Mrs. Peggy Van Mierlo-West**

Title: **Chief Administrative Officer**

I have authority to bind the Recipient.

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 10-2018

Being a By-law to confirm the proceedings of the Council of The Corporation of the Town of Kingsville at its January 8, 2018 Regular Meeting

WHEREAS sections 8 and 9 of the *Municipal Act, 2011* S.O. 2001 c. 25, as amended, (the “Act”) provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising the authority conferred upon a municipality to govern its affairs as it considers appropriate.

AND WHEREAS section 5(3) of the Act provides that such power shall be exercised by by-law, unless the municipality is specifically authorized to do so otherwise.

AND WHEREAS it is deemed expedient that the proceedings of the Council of The Corporation of the Town of Kingsville (the “Town”) be confirmed and adopted by by-law.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. The actions of the Council at its January 8, 2018 Regular Meeting in respect of each report, motion, resolution or other action taken or direction given by the Council at its meeting, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. The Chief Administrative Officer and/or the appropriate officers of the Town are hereby authorized and directed to do all things necessary to give effect to the actions set out in paragraph 1, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary and to affix the corporate seal to all such documents.
3. This By-Law comes into force and takes effect on the day of the final passing thereof.

**READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS
8th DAY OF JANUARY, 2018.**

MAYOR, Nelson Santos

CLERK, Jennifer Astrologo